

**Item 1 – Cover Page**

## FORM ADV PART 2A: FIRM BROCHURE

### ARRIEN INVESTMENTS, INC.

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Website: [www.arrieninvestments.com](http://www.arrieninvestments.com)

March 27, 2023

This firm brochure (“brochure”) provides information about the qualifications and business practices of Arrien Investments, Inc. If you have any questions about the contents of this brochure, please contact us at telephone number reflected 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.

Please note that the use of the term “registered investment advisor” and description of our firm and/or our associates as “registered” does not imply a certain level of skill or training. Clients are encouraged to review this brochure the brochure supplements of our associated financial professionals for more information on the qualifications of our firm.

Additional information about Arrien Investments, Inc. is available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). The searchable IARD/CRD number for Arrien Investments is 321819.

**Item 2 – Material Changes**

We have not made any material changes to this brochure since the initial version dated May 27, 2022.

We will update this brochure and disclose in this Item 2 the occurrence of any material changes with respect to our business in accordance with applicable law. All current clients will receive a Summary of Material Changes to this and subsequent brochures within 120 days of the close of our fiscal year and certain additional updates regarding changes with respect to our firm and our business practices as they may occur. Updated information concerning these changes will be provided to you free of charge. A Summary of Material Changes is also included within our brochure found on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). You can obtain additional information about our firm by searching for us on the foregoing website by our firm name or by our unique IARD/CRD number (321819).

You can always obtain a copy of this brochure free of charge by contacting us at the telephone number reflected on the cover page.

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**Item 4 – Advisory Business**

**A** **Our Firm.** Arrien Investments, Inc., is an Idaho corporation and independent investment advisor firm registered with the SEC since 2022. We provide tailored investment advice to our clients in a fiduciary capacity. The firm's origins date back to 1998, when Kevin G. Arrien, our sole principal, began offering securities and investment advisory services under the "Arrien Investments" name as a representative of various independent broker-dealer and investment advisor firms. Our offices are located in Boise, Idaho.

The information contained in this brochure describes our investment advisory services, practices, and fees. Please refer to the description of each investment advisory service listed below for information on how we tailor our services to the needs of our clients. As used throughout this brochure, the words "Arrien Investments," "firm," "we," "our," and "us" refer to Arrien Investments, Inc. and its associated financial professionals, and the words "you," "your," and "client" refer to you as either a client or prospective client of our firm.

Prior to forming an investment advisor-client relationship with you, we may offer you a complimentary general consultation to discuss the nature of our services and to determine how we can best assist you in achieving your financial goals and objectives. Investment advisory services begin only after you enter into a written investment advisory agreement with Arrien Investments.

**B C** **Our Services.** We offer a variety of investment advisory services to clients. Our investment advice is always tailored according to each client's unique financial circumstances, objectives, needs, and limitations. A description of our various investment advisory services is as follows:

*Asset Management Services:* Our premier service offering, asset management services combine ongoing and continuous portfolio management with basic financial planning and ad-hoc financial consulting services that are designed to assist our clients in the management of their overall financial affairs.

We will provide strategy selection, ongoing management, and monitoring of your designated investment accounts in accordance with our understanding of your financial circumstances, investment goals, needs, objectives, and limitations. You will be required to deposit your assets to an account (or accounts) held in your name at an independent qualified custodian ("Custodian"), typically a licensed broker-dealer, banking, or savings institution, who will execute transactions for your account upon instructions received from our firm. Our asset management services are typically offered on a discretionary basis only. This means that we *will not* be required to obtain your prior approval for each specific investment transaction we direct within your account. You may impose reasonable restrictions on our management of your account(s), including instructing us not to purchase certain specific securities, industry sectors, and/or asset classes. Please see Item 16 of this brochure for more information on our investment discretion policy.

We will consult with you at the inception of our relationship and periodically thereafter, as necessary, to gather information regarding your financial circumstances, investment objectives and limitations, tolerance for investment risk, and time horizon for investments. These consultations will typically include discussion of your current and expected income level/cash flow, tax considerations, the contents of your existing investment portfolio, and other considerations. Based on our analysis of this information, we will then recommend and implement an investment strategy and portfolio within your designated accounts that is tailored to your unique financial circumstances and investment goals. We will monitor your accounts on an ongoing basis and implement changes as needed or appropriate, in consideration of current economic conditions, our market research, opinions, and assumptions, and any material changes in your individual financial circumstances, goals, and needs. It is your ongoing responsibility to advise us promptly during our relationship of any material changes in your financial circumstances which might alter our investment advice to you.

Client portfolios typically incorporate a diversified mix of investments, including some or all of the following: individual stocks, corporate and government issued bonds, mutual funds, exchange traded funds ("ETFs"), real

estate investment trusts (“REITs”), cash and cash equivalents. Where appropriate, your portfolio may also include other instruments, such as unit investment trusts, options, variable annuities, and insurance products.

At your request, we will also provide recommendations for the allocation of assets contained in certain accounts that are “held away” from those over which you have granted us trading authority (*e.g.*, employer sponsored retirement accounts, qualified tuition plans, variable annuity sub-accounts). For these assets, we are typically limited to advising you as to the allocation of your holdings among the various investment options made available by the product sponsor, issuer, or custodian. You will be responsible for the implementation and monitoring of all investments contained in such held away accounts. We will only review and update our recommendations regarding your held away accounts upon your specific request.

Through a combination of in-person consultations, telephone/tele-video conferences, and/or e-mail communications, we will further provide you with ongoing support and guidance with respect to routine financial matters such as budgeting and cash flow concerns, credit and debt management, and questions regarding insurance coverage. Asset management clients placing at least \$100,000 of assets under our management generally receive basic financial planning services, including the development and periodic review and updating of a written financial plan, without additional charge. Additional hourly fees for basic financial planning services may apply for clients placing less than \$100,000 of assets under our management, or where the client’s financial planning needs are deemed to be especially complex or requiring more frequent reviews and updates. A full description of our financial planning services can be found below.

You will make all final investment decisions with respect to our financial planning and consulting advice and will be responsible for implementation and monitoring of all investments held outside of the accounts over which we maintain trading authority.

*Financial Planning and Consulting Services:* Where ongoing asset management services are not a good fit or are not desired by the client, we offer financial planning and consulting services on a stand-alone basis. The scope of these services is tailored either to assist you in achieving your overall financial goals and objectives (*i.e.*, broad-based planning) or to address specific financial concerns, events, or transactions on which you seek our advice. These services may encompass advice regarding, without limitation, some, or all of the following topics:

- *Budgeting and Cash Management:* Assisting you in understanding cash inflows and outflows and setting and maintaining a sustainable budget.
- *Risk Management and Insurance Planning:* Evaluating your areas of financial and other risk exposure and designing and recommending insurance coverage to protect your family, business, other assets, and cash flow from the effects of unexpected events.
- *Financial Planning Relating to Specific Life/Business Events:* Providing you with specialized advice unique to events such as child birth, divorce, business transactions/continuity planning, real estate transactions, and other specific events, both planned and unplanned.
- *Estate Planning/Estate Settlement:* Advance planning for your incapacitation and/or death, including end of life care/disability planning, handling of your end of life financial affairs, and the administration, management, and distribution of assets upon your death in a tax and cost efficient manner.
- *Tax Planning:* Analyzing your unique tax circumstances and current tax regulations and designing tax efficient strategies intended to reduce your tax liabilities in the short and long term.
- *Retirement Planning:* Assisting you in the design and implementation of a long term income and asset management plan intended to grow and protect your income and assets so as to enable you to maintain your desired standard of living throughout retirement.

- *Investment Goal Planning:* Designing an overall plan for the investment and management of your assets, including investment accounts (taxable and non-taxable), personal property, real property, and business interests in a manner designed to achieve your short and long term goals and objectives. We will further assist you in determining an appropriate set of investment goals and objectives.
- *Educational Planning:* Analyzing and designing a plan to fund your and your family's educational needs.

Clients who engage us for these services receive a consultation or series of consultations, as necessary, to discuss their unique financial circumstances, investment objectives and needs, tolerance for risk, time horizon for investments, and particular topics, events, and transactions of financial concern. We will review pertinent financial documents and information provided by the client and present the client with a written financial plan or shorter report or summary of recommendations as appropriate for the scope of the engagement. For the most limited engagements, our advice may be conveyed to you solely via in-person consultations, telephone/tele-video conferencing, and/or through e-mail correspondence. Any financial plans or reports we provide will typically include a summary of the client's financial circumstances and a course of action and/or investment recommendations designed to assist the client in achieving their stated financial goals.

Stand-alone financial planning and consulting engagements are not ongoing in nature. Following delivery of our written plan, report, or summary to you, we will typically provide you with a limited final consultation (conducted either in-person, via telephone/tele-video conference, or e-mail) within thirty (30) days to address any remaining questions you may have and then the engagement is deemed complete. We will not review or update our financial planning recommendations or reports following their delivery to the client. If you wish to have us review and update our recommendations or reports, you will be required to enter into a contractual arrangement with us for these additional services. Additional fees will apply.

You always maintain the sole and absolute discretion to accept or reject any of our financial planning and consulting recommendations, in whole or in part, and shall be responsible for the selection of service providers and the implementation and ongoing monitoring of all of your investments.

While you are never obligated to utilize Arrien Investments for any additional services following the delivery of a written financial plan or report, at your option, you may elect to engage us for asset management services, including the implementation, ongoing management, and monitoring of certain investments recommended within the written financial plan or report we have provided to you. If you elect to do so, you will be required to execute a separate written asset management agreement with our firm.

**D**     **Wrap Fee Programs.** We do not currently sponsor, serve as a portfolio manager to, or recommend any wrap fee programs to our clients.

**Types of Investments and Strategies Recommended.** The types of investments we typically recommend to clients are described above in this Item 4. We may also advise clients on other types of assets not listed above or legacy assets held in their portfolio at the inception of our relationship. Please see Item 8 of this brochure or a description of the investment strategies we typically implement within client accounts.

**E**     **Assets Under Management.** As of December 31, 2022, we managed approximately \$145,554,796 in client assets on a discretionary basis and \$0 of client assets on a non-discretionary basis.

## **Item 5 – Fees and Compensation**

**A**     **Our Fees.** A description of the fees we typically charge for our services is set forth below. While we generally seek to treat all clients equally with respect to advisory fees, there may be occasions where we negotiate advisory fees on an individual client basis. Accordingly, certain clients may pay fees which are materially different than those

described in this Item 5. In addition, we may maintain certain legacy fee arrangements with clients that are materially different from those described below.

*Fees for Asset Management Services:* When you engage us for asset management services, you will pay Arrien Investments an annual asset-based advisory fee that is calculated as a percentage of the time weighted daily average value of the assets placed under our management. These fees typically range from a maximum of 1.50% to a minimum of 0.50% per year of the value of your account and will be applied based on a customized tiered fee schedule set forth in the written asset management agreement you will enter with our firm at the inception of our relationship.

Unless otherwise agreed, advisory fees for these services shall be charged on a blended tier basis across the time weighted daily average value of your account (*i.e.*, various fee rates corresponding with each asset tier will be charged across the value of your account). These fees are payable quarterly in arrears (*i.e.*,  $\frac{1}{4}$  of the annual fee will be charged per quarter) and are pro-rated for partial billing periods (based on the number of days in the period during which services are provided).

At our discretion, we may combine the account values of family members living in the same household to determine the applicable level of advisory fees to be charged. For example, we may combine account values for you and your minor children, joint accounts with your spouse, and other types of related accounts. Combining account values may increase the asset total, which may result in your paying a reduced advisory fee. We reserve the right to amend our advisory fees upon thirty (30) days' written notice to the client.

For purposes of calculating our advisory fees, we will typically rely upon the value of your account (including cash balances) as reported by the Custodian. The Custodian may use various pricing services such as Reuters or Standard & Poor's to price securities held in your account. For actively traded securities, these services use the actual last reported sale price. For less actively traded securities such as bonds, these services will use the appropriate valuation methodology to determine the value of the security. In rare instances where a market-based price or other reliable pricing for a holding contained in your account is unavailable, or the market value of an asset is difficult to determine (*e.g.*, certain privately offered securities, thinly traded securities, etc.), alternative fair valuation procedures may be followed. We will alert you whenever this circumstance arises and provide disclosure of the specific manner in which we intend to value such holding(s). You should contact us promptly with any questions or concerns about the valuation of any investments held in your account.

Clients may make additions or withdrawals from their account at any time, however, you should note that some or all of the investments in your account may be intended as long-term investments and withdrawals of cash and premature liquidations of securities positions may impair the achievement of your investment objectives.

*Fees for Financial Planning and Consulting Services:* We typically charge hourly fees for financial planning and consulting services ranging from \$100 – \$275 per hour. On occasion, our hourly fees may vary outside this range based on the scope of the engagement, the complexity of your financial situation and needs, and our estimation of the time and resources necessary to provide the requested services. The specific hourly fee to be charged for these services will be set forth in a written financial planning and consulting agreement you will enter with Arrien Investments at the inception of our relationship. We will typically invoice these fees to you in full upon our delivery of the final written financial plan or report or upon our final consultation. Fees for these services are payable by cash, check, or other form of payment deemed acceptable by the firm and are due upon presentment of our invoice for services. Where you opt to engage us for ongoing asset management services following the completion of a financial planning and consulting engagement, we may elect to reduce or offset all or a portion of the agreed upon hourly fees against the asset-based fees to be charged for our asset management services.

**B** **Direct Fee Deduction.** Advisory fees for asset management services shall be directly deducted from your account held at the Custodian upon your written approval of such arrangement and our periodic submission to the Custodian of a written request for payment reflecting the amount of advisory fees to be charged to your account. Your

authorization for direct fee deduction will be set forth in our written asset management agreement and/or the account opening documents of the Custodian. We will liquidate money market shares or use cash balances from your account to pay our advisory fees, however, if money market shares or cash value are not available other investments may be liquidated. Please note that unexpected or premature liquidation of investments to pay our advisory fees may impair the performance of your account. We generally do not offer direct paper or electronic invoicing of these fees.

The Custodian of your account will send an account statement to you at least quarterly, identifying the amount of funds and each security in your account at the end of the period and setting forth all transactions in the account during the period, including the amount of any advisory fees paid directly to Arrien Investments. The Custodian is not responsible to verify our fee calculations. Therefore, we encourage you to carefully review the Custodian's account statements upon receipt. If you believe we have miscalculated our advisory fees or if there is any other issue with your account, you should contact us immediately at the phone number listed on the cover page of this brochure.

- C** **Additional Fees and Expenses.** Separate and in addition to our advisory fees, you will also pay your proportionate share of all management fees and other fund level costs and expenses associated with your investment in any mutual funds, ETFs, REITs, and/or other pooled investment vehicles held in your account. You will also pay all usual and customary transaction-based fees (e.g., brokerage fees and commissions), custodial charges, administrative/platform fees, wire transfer fees, and other fees and taxes associated with activity and holdings in your account as agreed to within the account opening agreement of your Custodian.

We do not share in any portion of the foregoing additional fees and expenses. To fully understand the total costs you will incur when engaging our services, you should review the disclosure brochure or prospectus of each mutual fund, ETF, REIT, and other pooled investment vehicle in which you participate and the contractual arrangement entered with your Custodian. Please contact our firm or your Custodian for a copy of the prospectus for each mutual fund, ETF, REIT, and/or other pooled investment vehicle held in your account. A copy will be provided to you free of charge.

- D** **Our Termination Policy.** You may terminate our services within five (5) days of entering into an advisory agreement with us in the event we fail to provide you with a copy of this brochure at least forty-eight (48) hours in advance of the date of contract execution. If you elect to terminate our services under these circumstances, you will not incur any advisory fees to our firm, nor any penalties.

Thereafter, either party may terminate any of our services by providing written notice of termination to the non-terminating party. Where asset-based fees apply, you will pay a pro-rated advisory fee to Arrien Investments based upon the number of days services were provided. We do not offer refunds for asset management services since all fees for these services are charged in arrears. You will bear the costs of any custodial termination and/or transfer fees assessed by your Custodian(s) upon termination of our services. Where hourly fees apply, we will provide you with a final written invoice for all earned but unpaid fees, which invoice is payable upon presentation. We will deliver to you any partially completed financial plan, report, or checklist upon our receipt of full and final payment of our outstanding hourly fees. You will become solely and immediately responsible for the management and monitoring of your assets upon termination of our advisory relationship.

- E** **Compensation for Sales of Securities and Insurance Products.** Certain associated persons of Arrien Investments are independently licensed to sell insurance in one or more states and may act in their individual capacity as direct agent representatives of a specific insurance company or companies. Insurance related business may be transacted with advisory clients and licensed individuals may receive commissions and fees as a result of the sale of insurance products or services to clients. The fees paid to Arrien Investments and/or its associated persons for investment advisory services are separate and distinct from any commissions and fees earned by our associated persons for selling insurance products or services to clients.

The receipt of insurance related commissions or fees by any individual associated with our firm presents a conflict of interest. As fiduciaries, we must act primarily for the benefit of our investment advisory clients. We will only transact insurance business with clients when the receipt of insurance related compensation is fully disclosed and where we believe the purchase of the recommended insurance product is suitable and in the client's best interest. Clients are under no obligation to use any individual associated with our firm for the purchase of any insurance products or services. Clients may use any insurance firm or insurance agent they choose. We encourage you to ask us about the conflicts of interest presented by the insurance licensing of our associated persons.

Rollover Disclosure. As part of our investment advisory services to you, we may recommend that you roll assets from your employer's retirement plan, such as a 401(k), 457, or ERISA 403(b) account (collectively, a "Plan Account"), to an individual retirement account, such as a SIMPLE IRA, SEP IRA, Traditional IRA, or Roth IRA (collectively, and "IRA Account") that we will manage on your behalf. We may also recommend rollovers from IRA Accounts to Plan Accounts, from Plan Accounts to Plan Accounts, and from IRA Accounts to IRA Accounts. When we provide any of the foregoing rollover recommendations we are acting as fiduciaries within the meaning of Title I of the ERISA and/or the Internal Revenue Code ("IRC"), as applicable, which are laws governing retirement accounts.

If you elect to roll the assets to an IRA that is subject to our management, we will charge you an asset-based fee as set forth in the advisory agreement you executed with our firm. This creates a conflict of interest because it creates a financial incentive for our firm to recommend the rollover to you (*i.e.*, receipt of additional fee-based compensation). You are under no obligation, contractually or otherwise, to complete the rollover. Moreover, if you do complete the rollover, you are under no obligation to have the assets in an IRA managed by our firm. Due to the foregoing conflict of interest, when we make rollover recommendations, we operate under a special rule requiring us to act in your best interest and not put our interest ahead of yours.

Under this special rule's provisions, we must:

- meet a professional standard of care when making investment recommendations (give prudent advice);
- never put our financial interests ahead of yours when making recommendations (give loyal advice);
- avoid misleading statements about conflicts of interest, fees, and investments;
- follow policies and procedures designed to ensure that we give advice that is in your best interest;
- charge no more than a reasonable fee for our services; and
- give you basic information about conflicts of interest.

Many employers permit former employees to keep their retirement assets in their company plan. Also, current employees can sometimes move assets out of their company plan before they retire or change jobs. In determining whether to complete the rollover to an IRA, and to the extent the following options are available, you should consider the costs and benefits of a rollover.

Note that an employee will typically have four options in this situation:

1. leaving the funds in your employer's (former employer's) plan;
2. moving the funds to a new employer's retirement plan;
3. cashing out and taking a taxable distribution from the plan; or
4. rolling the funds into an IRA rollover account.

Each of these options has positives and negatives. Because of that, along with the importance of understanding the differences between these types of accounts, we will provide you with a written explanation of the advantages and disadvantages of both account types and the basis for our belief that the rollover transaction we recommend is in your best interests.

As an alternative to providing you with a rollover recommendation, we may instead take an entirely educational approach in accordance with the United States Department of Labor's Interpretive Bulletin 96-1. Under this approach, our role will be limited only to providing you with general educational materials regarding the pros and cons of rollover transactions. We will make no recommendation to you regarding the prospective rollover of your assets and you are advised to speak with your trusted tax and legal advisors with respect to rollover decisions. As part of this educational approach, we may provide you with materials discussing some or all of the following topics: the general pros and cons of rollover transactions; the benefits of retirement plan participation; the impact of pre-retirement withdrawals on retirement income; the investment options available inside your Plan Account; and high level discussion of general investment concepts (e.g., risk versus return, the benefits of diversification and asset allocation, historical returns of certain asset classes, etc.). We may also provide you with questionnaires and/or interactive investment materials that may provide a means for you to independently determine your future retirement income needs and to assess the impact of different asset allocations on your retirement income. You will independently make the final rollover decision.

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

We do not charge any performance-based fees for our services or engage in side-by-side management of client accounts.

Arrien Investments and/or our associated persons may manage accounts which belong either to themselves, individually, or to their family or their affiliates (collectively, "Proprietary Accounts") while simultaneously managing client accounts. It is possible that orders for Proprietary Accounts may be entered opposite to orders for client accounts, pursuant to, for instance, a neutral allocation system, a different trading strategy, or trading at a different risk level. However, any such orders shall only be entered after orders for client accounts in the same securities have been executed on any given trading day or as part of an aggregated trade placed simultaneously with orders in the same securities for client accounts. The management of any Proprietary Account is subject to our Code of Ethics and the duty of our firm and its personnel to exercise good faith and fairness in all matters affecting client accounts. Please see Item 11 for more information.

## **Item 7 – Types of Clients**

We typically provide investment advice to individuals, high net worth individuals, partnerships, corporations, and other business entities. Because each client is unique, they must be willing to be involved in the planning and ongoing processes of our management of their assets. Such involvement does not have to be time consuming, however we want our clients to remain informed and have a sense of security about their investments.

Asset management clients are typically subject to a minimum annual fee of \$300. We may waive this minimum annual fee requirement for individual clients. We do not have any other minimum fee or account size requirements to open or maintain an account with our firm.

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

### **A Our Methods of Analysis and Investment Strategies.**

The types of investments we typically recommend are discussed in Item 4 of this brochure.

We may use some or all of the following *methods of analysis* in providing investment advice to you:

***Fundamental Analysis:*** When engaging in fundamental analysis, we attempt to determine the intrinsic value of target securities through a review of, among other things, company specific financial disclosures, industry sector financial health, and at a macro level, the overall direction of the economy at large. We use this information as a basis to determine if such securities are underpriced or overpriced relative to current market prices and then to make a buy or sell recommendation to you.

Relying on this type of analysis leaves open the risk that the price of a security may move along with the overall direction of the market, irrespective of the economic and financial factors which may have indicated that an opposite movement would have been expected. The main sources of information we rely upon when researching and analyzing securities using fundamental analysis include research materials prepared by others, annual reports, corporate rating services, prospectuses, and company press releases.

*Mutual Fund, ETF, and REIT Selection and Analysis:* We evaluate and select mutual funds, ETFs, and/or REITs for your account based on several factors which may include, without limitation, (1) the experience and track record of the underlying portfolio manager(s), (2) the performance of the fund over time and through various market conditions; (3) expected market conditions that might impact the underlying holdings of the fund or applicable market sector; and (4) whether and to what extent the underlying holdings of the fund overlap with other assets held in your account. We also monitor the fund in an attempt to determine if the fund is continuing to follow its stated investment strategy.

A risk of this form of analysis is that, as in all securities investments, past performance does not guarantee future results. A fund manager's past track record of success cannot be relied upon as a predictor of success in the future. In addition, the underlying holdings of the fund are determined by independent fund managers and may change overtime without advance warning, creating the potential for overlap with other investments held in your account. This increase in the correlation of your holdings will increase the risk of loss where the value of any overlapping holdings should decrease. There is also a risk that a manager may deviate from the stated investment mandate or strategy of the fund, which could make the holding(s) less suitable for the client's portfolio.

We typically use the following *investment strategies* in managing client accounts:

*Asset Allocation:* Rather than focusing primarily on asset selection, we attempt to identify an appropriate ratio of securities, fixed income, and cash suitable to the client's investment goals and risk tolerance. We may implement several types of asset allocation strategies based on the client's particular investment goals, risk tolerance, time horizon, and diversification needs. We typically utilize a combination of strategic and tactical asset allocation strategies within client accounts. A brief summary of each strategy is reflected below.

- **Strategic Asset Allocation:** The primary goal of a strategic asset allocation is to create an asset mix that seeks to provide the optimal balance between expected risk and return for a long-term investment horizon. Generally speaking, strategic asset allocation strategies are agnostic to economic environments, *i.e.*, they do not change their allocation postures relative to changing market or economic conditions. The strategic asset allocation portion of the portfolio will typically account for anywhere from 40% to 80% of the account assets, depending on the client's specific investment profile.
- **Tactical Asset Allocation:** Tactical asset allocation is a strategy in which an investor takes a more active approach that tries to position a portfolio into those assets, sectors, or individual stocks that show the most potential for perceived gains. While an original asset mix is formulated much like strategic and dynamic portfolio, tactical strategies are often traded more actively and are free to move entirely in and out of their core asset classes. The tactical asset allocation portion of the portfolio will typically account for anywhere from 20% to 60% of the account assets, depending on the client's specific investment profile.

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

*Long-term Purchases:* We typically take a long term "buy and hold" approach to investing client assets. In this type of investment strategy, we suggest the purchase of securities with the idea of holding them in a portfolio for a year or longer. Typically, we employ this strategy when (1) we believe the securities to be currently undervalued, and/or

(2) we want the portfolio to have exposure to a particular asset class over time, regardless of the current projection for this class.

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

*Short-term purchases:* When utilizing this strategy, we may suggest the purchase of securities with the idea of selling them within a relatively short time (typically a year or less). We do this in an attempt to take advantage of conditions that we believe will soon result in a price swing in the securities we recommend for purchase.

A short-term purchase strategy poses risks should the anticipated price swing not materialize; we are then left with the option of having a long-term investment in a security that was designed to be a short-term purchase, or potentially taking a loss. In addition, this strategy involves more frequent trading than does a longer-term strategy and may result in increased brokerage and other transaction-related costs, as well as less favorable tax treatment of short-term capital gains.

*Options:* We may suggest the use of options as an investment strategy. An option is a contract that gives the buyer the right, but not the obligation, to buy or sell an asset (such as a share of stock) at a specific price on or before a certain date. An option, just like a stock or bond, is a security. An option is also a derivative because it derives its value from an underlying asset.

The two types of options are calls and puts:

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

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

We may use options to speculate on the possibility of a sharp price swing. We will also suggest the use of options to “hedge” a purchase of the underlying security; in other words, we may suggest an option purchase to limit the potential upside and downside of a security we previously recommended for purchase.

We may use “covered calls,” in which we suggest the sale of an option on a security already within a particular portfolio. In this strategy, the portfolio will receive a fee for making the option available, and the person purchasing the option has the right to buy the security from you at an agreed-upon price.

We may use a “spreading strategy,” in which we recommend purchasing two or more option contracts (for example, a call option for the client to buy and a call option for the client to sell) for the same underlying security. This effectively puts the portfolio on both sides of the market, but with the ability to vary price, time, and other factors.

**B** **Summary of Risks Related to Our Methods of Analysis and Investment Strategies.** We act as your fiduciary in rendering investment advice. We cannot and do not warrant or guarantee any particular level of investment performance or that the investments we recommend to you will be profitable over time. Not every investment recommendation we make will be profitable. **Investing in securities involves risk of loss that clients should be prepared to bear.** You assume all market risk involved in the investment of your account assets. Investments are subject to various market, currency, economic, political, and business risks.

Except as may otherwise be provided by law, we are not liable to you for:

- any loss arising from our adherence to your instructions or the results of any self-directed transactions; or
- any independent act or failure to act by any Custodian of your account(s).

**C** **Summary of Risks Related to the Securities We May Recommend.** While all investing involves risks and losses can and will occur, we generally recommend a broad and diversified allocation of securities and other investments intended to reduce the specific risks associated with a concentrated or undiversified portfolio. Nonetheless, you should consider the following high-level summary of investment risks. **This list is not intended to be an exhaustive description of all risks you may encounter in engaging our firm for advisory services. We encourage you to inquire with us frequently about the risks related to investments contained in your account.**

**Risk of Loss:** Securities investments are not guaranteed, and you may lose money on your investments. As with any investment manager that invests in common stocks and other equity securities, our investment recommendations are subject to market risk—the possibility that securities prices will decline over short or extended periods of time. As a result, the value of your account(s) will fluctuate with the market, and you could lose money over short or long periods of time. You should recognize whenever you determine to invest in the securities markets your entire investment is at risk. Clients should not invest money if they are unable to bear the risk of total loss of their investments.

**Economic Risk:** The prevailing economic environment is important to the health of all businesses. Some companies, however, are more sensitive to changes in the domestic or global economy than others. These types of companies are often referred to as cyclical businesses. Countries in which a large portion of businesses are in cyclical industries are thus also very economically sensitive and carry a higher amount of economic risk. If an investment is issued by a party located in a country that experiences wide swings from an economic standpoint or in situations where certain elements of an investment instrument are hinged on dealings in such countries, the investment instrument will generally be subject to a higher level of economic risk.

**Financial Risk:** Financial risk is represented by internal disruptions within an investment or the issuer of an investment that can lead to unfavorable performance of the investment. Examples of financial risk can be found in cases like Enron or many of the “dot com” companies that were caught up in a period of extraordinary market valuations that were not based on solid financial footings of the companies.

**Market Risk:** The value of your portfolio may decrease if the value of an individual company or multiple companies in the portfolio decreases or if our belief about a company’s intrinsic worth is incorrect. Further, regardless of how well individual companies perform, the value of your portfolio could also decrease if there are deteriorating economic or market conditions. It is important to understand that the value of your investment may fall, sometimes sharply, in response to changes in the market, and you could lose money. Investment risks include price risk as may be observed by a drop in a security’s price due to company specific events (e.g., earnings disappointment or downgrade in the rating of a bond) or general market risk (e.g., such as a “bear” market when stock values fall in general). For fixed-income securities, a period of rising interest rates could erode the value of a bond since bond values generally fall as bond yields go up. Past performance is not a guarantee of future returns.

**Interest Rate Risk:** Certain investments involve the payment of a fixed or variable rate of interest to the investment holder. Once an investor has acquired or has acquired the rights to an investment that pays a particular rate (fixed or variable) of interest, changes in overall interest rates in the market will affect the value of the interest-paying investment(s) they hold. In general, changes in prevailing interest rates in the market will have an inverse relationship to the value of existing, interest paying investments. In other words, as interest rates move up, the value of an instrument paying a particular rate (fixed or variable) of interest will go down. The reverse is generally true as well.

**Options Risk:** Transactions in options carry a high degree of risk. Selling (“writing” or “granting”) an option generally entails considerably greater risk than purchasing options. Although the premium received by the seller is

fixed, the seller may sustain a loss well in excess of that amount. The seller will also be exposed to the risk of the purchaser exercising the option and the seller will be obliged either to settle the option in cash or to acquire or deliver the underlying investment. If the option is “covered” by the seller holding a corresponding position in the underlying investment or a future on another option, the risk may be reduced. If you buy an option, your risk is defined because the most that you can lose is your investment — or the premium you paid for the option — plus commissions.

*Risks Related to Analysis Methods:* Our analysis of securities relies in part on the assumption that the issuers whose securities we recommend for purchase and sale, the rating agencies that review these securities, and other publicly-available sources of information about these securities, are providing accurate and unbiased data. While we are alert to indications that data may be incorrect, there is always a risk that our analysis may be compromised by inaccurate or misleading information.

*Securities Transactions at the Direction of Clients:* All assets are held at the Custodian in your name and you will typically maintain the concurrent ability to direct transactions within your account. We are not responsible for the consequences of your self-directed (non-advised) investment decisions or the costs and fees they generate within your account.

*Interim Changes in Client Risk Tolerance and Financial Outlook:* The particular investments recommended by our firm are based solely upon the investment objectives and financial circumstances disclosed to us by the client. While we strive to meet with clients at regular intervals (at least annually, unless otherwise agreed, either in person, telephonically, or by electronic means) to discuss any changes in the client’s financial circumstances, the lack of constant and continuous communication presents a risk insofar as your liquidity, net worth, risk tolerance and/or investment goals could change abruptly, with no advance notice to our firm, resulting in a mis-aligned investment portfolio and the potential for losses or other negative financial consequences.

It is your continuing and exclusive responsibility to give us complete information and to notify us of any changes in your financial circumstances, income level, investment goals or employment status. We encourage you to contact us regularly and promptly to discuss your investments and any changes to your financial circumstances.

## **Item 9 – Disciplinary Information**

Arrien Investments is required to disclose all material facts regarding any legal or disciplinary event that would be material to your evaluation of our firm or the integrity of our management. No principal or person associated with our firm has any information to disclose which is applicable to this Item 9.

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

As of the date of this brochure, neither Arrien Investments, nor any of its associated persons, are registered or intend to become registered as a broker-dealer, futures commission merchant, commodity pool operator, commodity trading advisor, or registered representative or associated person of any of the foregoing.

Please see the disclosures contained in Item 5 regarding the insurance licensure of certain associated persons of our firm and the related conflicts of interest raised by the arrangement.

Arrien Investments is an affiliate and related person of Joyce Capital, Inc. (“Joyce”) as a result of shared ownership and control. Joyce offers services as a loan agent and consultant for agricultural businesses seeking to obtain financing for various farm-related projects. Advisory clients of Arrien Investments may be referred to Joyce for these services. Conversely, clients of Joyce may be referred to Arrien Investments for investment advisory services. Arrien Investments does not pay any form of compensation to Joyce for client referrals. Likewise, Joyce does not pay any form of compensation to Arrien Investments for client referrals. Loan agency and consulting services provided by Joyce are separate and distinct from Arrien Investment’s advisory services and are provided to clients for compensation that is separate and distinct from

Arrien Investment's advisory fees. Advisory clients of our firm are never obligated to engage Joyce for any services and conversely, consulting clients of Joyce are never obligated to engage the advisory services of Arrien Investments.

Clients should be aware that the foregoing referral arrangements with our affiliate, Joyce, creates a conflict of interest that may impair the objectivity of our firm and our personnel when making advisory recommendations. Arrien Investments endeavors at all times to put the best interests of its clients first as part of our fiduciary duty as a registered investment advisor and discloses the potential for our associated persons to earn separate compensation (in the form of Joyce's separate consulting fees) from advisory clients in addition to our firm's advisory fees.

Except as disclosed above in this Item 10, Arrien Investments does not have any relationships, industry activities, affiliations, or arrangements and does not collect any additional compensation, directly or indirectly, that create a material conflict of interest with its clients.

Except for certain benefits we receive from the broker-dealers we recommend to clients as outlined in Item 12 of this brochure, we do not receive any additional compensation or benefits, either directly or indirectly, in connection with referrals of our clients to any broker-dealers, custodians, attorneys, tax advisors, accountants, or other third-parties. We will only recommend and refer third-parties to you when we believe such recommendations to be in your best interests. You are never obligated to engage any third party we recommend and do so at your sole discretion and risk.

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

**A**     **Our Code of Ethics.** We subscribe to an ethical and high standard of conduct in all our business activities in order to fulfill the fiduciary duty we owe to our clients. Included in these ethical obligations is the duty to put our clients' interests ahead of our own along with duties of loyalty, fairness, and good faith towards our clients. We disclose to clients material conflicts of interest which could reasonably be expected to impair our rendering of unbiased and objective advice.

Arrien Investments maintains a written Code of Ethics ("Code") which all employees are required to follow. The Code outlines proper conduct related to all services provided to clients and will be made available to you, free of charge, upon request by contacting us at the phone number listed on the cover page of this brochure. Prompt reporting of internal violations is mandatory. Our management personnel evaluate employee performance regularly to ensure the quality of our services and compliance with our Code.

The goal of Arrien Investment's Code is to prevent and detect conflicts of interest between our advisory clients, our firm, and our staff. As part of achieving this objective, our "access persons" are required, among other things, to report to the firm their personal securities transactions on a quarterly basis and to report all of the securities positions in which they have a beneficial interest at least annually. These reporting requirements allow supervisors at our firm to determine whether to allow or prohibit certain employee securities purchases and sales based on transactions made, or anticipated to be made, in the same securities bought and sold for client accounts. Our Code is required to be reviewed annually and updated as necessary.

**B-D**   **Material/Proprietary Interests in Securities Recommended to Clients.** Our firm and our associated persons do not have any proprietary or material interests in or any role in the management of any companies or investments that we recommend to our clients.

**Personal Trading; Participation or Interest in Client Transactions.** As described in Item 6 of this brochure, Arrien Investments and/or its associated persons may manage Proprietary Accounts. Proprietary Accounts may buy and sell some the same securities as we buy or sell for client accounts. This practice creates an actual conflict of interest with our clients insofar as our firm and/or our associated persons may have a financial incentive to trade in securities for Proprietary Accounts in advance of or opposite to transactions in the same securities for client accounts. To address this conflict, our policy is that, assuming the purchase or sale is otherwise appropriate for the subject client accounts, we will purchase or sell securities for our clients' accounts, as the case may be, before

purchasing or selling any of the same securities for any Proprietary Accounts. The only exception to this general rule is where our Proprietary Accounts may participate in an aggregated trade simultaneously with client accounts. In some cases, we may buy or sell securities for our own account for reasons not related to the strategies deployed on behalf of our clients.

In summary, our practice of buying and selling for Proprietary Accounts the same securities that we buy or sell for client accounts is restricted by the following controls:

- We are always required to uphold our fiduciary duty to our clients;
- We are prohibited from misusing information about our clients' securities holdings or transactions to gain any undue advantage for ourselves or others;
- We are prohibited from buying or selling any security that we are currently recommending for client accounts, unless we participate in an aggregated trade with clients or place our orders after client orders have been executed; and
- We are required to periodically report our securities holdings and transactions to the firm's Chief Compliance Officer, who must review those reports for improper trades.

We act in a fiduciary capacity. If a conflict of interest arises between us and you, we shall make every effort to resolve the conflict in your favor. Conflicts of interest may also arise in the allocation of investment opportunities among the accounts that we advise. We will seek to allocate investment opportunities according to what we believe is appropriate for each account. We strive to do what is equitable and in the best interests of all the accounts we advise.

We will disclose to advisory clients any material conflict of interest relating to us, our representatives, or any of our employees which could reasonably be expected to impair the rendering of unbiased and objective advice.

## Item 12 – Brokerage Practices

**A** **Recommendation and Selection of Broker-Dealers.** Although clients may direct that we use the broker-dealer of their choice, we generally recommend that clients engage the custodial and brokerage services of Pershing, LLC and/or its affiliate, Pershing Advisor Solutions, LLC ("Pershing"), an SEC registered broker-dealer firm and a member of the Financial Industry Regulatory Authority ("FINRA") and the Securities Investor Protection Corporation ("SIPC").

Pershing offers independent investment advisors like Arrien Investments non-soft dollar services which include custody of client securities, trade execution, clearance, and settlement of client transactions. We are not affiliated with Pershing and Pershing does not monitor or control the activities of Arrien Investments or its associated persons. Where you agree to engage Pershing's services, they will execute all transactions for your account in accordance with our instructions.

Clients are never obligated to engage the broker-dealers we recommend. You will ultimately select the custodian and executing broker for your account by completing the account opening documentation of your preferred service provider. We may provide you with reasonable assistance in completing such documentation. Once a broker-dealer has been selected by the client, unless we are instructed otherwise in writing, you authorize us to execute all trades within your account through such firm.

**Best Execution.** We have an obligation to seek the "best execution" of transactions for client accounts. This duty requires that we seek to execute securities transactions for clients such that the total costs or proceeds in each transaction are the most favorable under the circumstances. The determinative factor in the analysis of best execution is not the lowest possible commission cost, but whether the transaction represents the best qualitative

execution, taking into consideration the full range of the recommended broker-dealer's services. Some of the factors we may consider when evaluating a broker-dealer for best execution include, without limitation, the broker-dealer's:

- execution capability;
- commission rates;
- financial responsibility;
- responsiveness and customer service;
- custodian capabilities;
- research services/ancillary brokerage services provided; and
- any other factors that we consider relevant.

Therefore, we will seek competitive commission rates, but we may not obtain the lowest possible commission rates for specific account transactions. With this in consideration, our firm will continue to recommend that clients engage Pershing until their services do not result, in our opinion, in best execution of client transactions.

**Directed Brokerage.** Where you select a broker-dealer other than the broker-dealer(s) we recommend, you are advised that we may be unable to obtain best execution of your transactions and your commission costs may be higher than those of our recommended broker-dealer(s). For example, in a directed brokerage account, you may pay higher brokerage commissions and/or receive less favorable prices on the underlying securities purchased or sold for your account because we may not be able to aggregate your order with the orders of other clients. In addition, where you direct brokerage, we may place orders for your transactions after we place transactions for clients using our recommended broker-dealer. We reserve the right to reject your direction that we utilize a particular broker-dealer if such selection would frustrate our management of your account, or for any other reason.

**Soft Dollar and Other Benefits Received from Recommended Brokers.** Pershing may make available to our firm certain research and brokerage services at no additional cost, all of which qualify for the safe harbor exemption defined in Section 28(e) of the Securities Exchange Act of 1934. These services include certain research and brokerage services, including research services obtained by Pershing directly from independent research companies, as selected by our firm (within specific parameters). Research products and services provided by Pershing to our firm may include research reports, recommendations, or other information about particular companies or industries; economic surveys, data and analyses; financial publications; portfolio evaluation services; financial database software and services; computerized news and pricing services; quotation equipment for use in running software used in investment decision-making; and other products or services that provide lawful and appropriate assistance by Pershing to our firm in the performance of our investment decision-making responsibilities. The aforementioned research and brokerage services are used by our firm to manage client accounts. Without this arrangement, our firm might be compelled to purchase the same or similar services at our own expense.

As a result of receiving the services discussed above for no additional cost, we may have an incentive to continue to recommend, use, or expand our use of Pershing's custodial and/or execution services. Our firm examined this potential conflict of interest when we chose to enter into the relationship with Pershing and we have determined that the relationship is in the best interest of our firm's clients and satisfies our client obligations, including our duty to seek best execution.

Pershing charges brokerage commissions and transaction fees for effecting certain securities transactions (*e.g.*, transaction fees are charged for certain no-load mutual funds, commissions are charged for individual equity and debt securities transactions). Pershing enables us to obtain many no-load mutual funds without transaction charges and other no-load funds at nominal transaction charges. Pershing's commission rates are generally discounted from customary retail commission rates. However, the commission and transaction fees charged by Pershing may be higher or lower than those charged by other custodians and broker-dealers. Other than the services described above, Arrien Investments and its representatives do not direct transactions and the commissions they generate (soft dollars) to brokerage firms or other parties to receive research or other benefits.

We do not receive client referrals in exchange for directing client transactions to Pershing.

**B** **Trade Aggregation.** We may aggregate client orders, so long as it is done for purposes of achieving best execution, and so long as no client is systematically advantaged or disadvantaged. Before aggregating client orders, we document the participating accounts and the allocation instructions. We submit allocation instructions to the broker-dealer before the market closes on the day of the order. We allocate aggregated orders to client accounts at the average price obtained. We allocate partially filled orders pro-rata based on the size of the order placed by each account. If we judge that we cannot or should not allocate a partially filled order pro-rata (e.g., if the quantity of securities obtained is too small or would not have a material impact if distributed among each account), then we apply the following procedures:

- we allocate the order to client accounts only (i.e., no employees that participated in the order may receive any allocation); and
- we document our allocation decision.

### Item 13 – Review of Accounts

**A** **Account Review Policy.** Accounts are generally reviewed by the investment advisor representative(s) who are primarily responsible for overseeing the client's account. The specific individuals conducting account reviews may vary from time to time, as personnel join or leave our firm. Follow up consultations, if necessary, following such reviews are conducted by our investment advisor representatives in person, over the phone, and/or via e-mail.

- Asset management client investment accounts are generally reviewed quarterly, but in any event, no less than annually.
- Financial plans delivered to asset management services clients are reviewed and updated as necessary and appropriate, based on the client's investment needs and objectives, any material change in the client's financial circumstances, and/or as otherwise reasonably requested by the client as part of our ongoing provision of advisory services.
- Stand-alone financial planning and consulting clients do not receive updates or reviews following delivery of our written investment recommendations or a final consultation unless the client specifically engages Arrien Investments for such reviews and pays an additional advisory fee.

**B** **More Frequent Account Reviews.** For those clients entitled to account reviews, more frequent reviews of client portfolios and financial plans may be triggered by a change in the client's investment objectives, risk/return profile, tax considerations, large contributions and/or withdrawals of capital, security specific events, changes in the economy more generally, or upon the client's reasonable request. In some instances, additional fees may apply.

**C** **Reporting to Clients.** Clients receive standard account statements and trade confirmations from the Custodian of their account at least quarterly. Clients will also typically receive additional written reports prepared by our firm at least annually. Our reports will contain relevant account and/or market-related information such as an inventory of account holdings and account performance, as examples.

### Item 14 – Client Referrals and Other Compensation

**A** **Certain Additional Compensation.** As referenced in Item 12 above, Pershing may provide services and products to Arrien Investments without cost or at a discount that we may use to service some or all of our client accounts. We may enter into similar arrangements with other broker-dealers and custodians in the future. As part of its fiduciary duties to clients, Arrien Investments endeavors at all times to put the interests of its clients first. Clients should be aware, however, that the receipt of economic benefits by our firm and/or our associated persons in and of itself creates a potential conflict of interest and may indirectly influence our decision to recommend Pershing to clients for custody and trade execution services.

- B**     **Solicitor Arrangements.** Except as disclosed above in this Item 14, we have no other arrangements, written or oral, in which we compensate others or are compensated for client referrals.

### Item 15 – Custody

With the exception of our ability to directly debit fees as outlined in Item 5, we do not hold, directly or indirectly, any client funds or securities, or have any authority to obtain possession of them. All client assets are held in the custody of a qualified Custodian. We currently recommend Pershing to act as your qualified Custodian to hold your assets and execute securities transactions for your account. The Custodian you select will be authorized to execute trades within your account upon our instructions, acting within the scope of the discretionary trading authority you grant to us in our written advisory agreement and the Custodian's account opening documentation.

We shall have no liability to you for any loss or other harm to any property in your accounts, including any harm to any property in your accounts resulting from the insolvency of any Custodian or any acts of the agents or employees of any Custodian and whether or not the full amount of such loss is covered by the SIPC or any other insurance which may be carried by such Custodian. Clients understand that the SIPC provides only limited protection for the loss of property held by a Custodian. Private placement investments generally are not covered by the SIPC.

### Item 16 – Investment Discretion

Asset management clients are typically required to grant us ongoing and continuous discretionary authority to execute our investment recommendations within their account(s) held at the Custodian *without* obtaining the client's prior approval for each specific transaction. In a discretionary arrangement, you authorize us to purchase and sell securities and other instruments in your account(s), arrange for delivery and payment in connection with the foregoing, and act on your behalf in all matters necessary or incidental to the handling of the account, including monitoring of your assets. Except for direct deductions of advisory fees or where you otherwise explicitly authorize Arrien Investments to do so in writing, we will not be permitted to initiate transfers of funds or securities in to or out of your account(s). Our discretionary management of your account will be conducted in strict accordance with your stated investment objectives and limitations.

Financial planning and consulting services are non-discretionary in nature. The client makes all final investment decisions and is responsible for implementation and ongoing monitoring of all investments.

### Item 17 – Voting Client Securities

- A**     We do not vote proxies on behalf of clients, however, upon your request, we may provide you with proxy voting recommendations. You will make the final determination as to how to vote all proxies.
- B**     We do not accept authority to vote client securities. Most clients will receive proxies and other solicitations directly from the custodian or transfer agent. If any proxy materials are received on behalf of a client, they will be sent directly to the client or a designated representative of the client, who is responsible to vote the proxy.

### Item 18 – Financial Information

- A**     We do not require or solicit prepayment of more than \$1,200 in fees per client, six months or more in advance.
- B**     Advisors who have discretionary authority over client accounts, custody of client assets, or who require or solicit pre-payment of more than \$1,200 in fee per client, six months or more in advance, are required to disclose any financial condition that is reasonably likely to impair their ability to meet contractual commitments to clients. Arrien Investments maintains discretionary authority over client funds and securities. We have no financial commitments that would impair our ability to meet contractual and fiduciary commitments to our clients.

- C** Neither Arrien Investments, nor any of its principals, have been the subject of a bankruptcy petition at any time in the past.