

## **Part 2A of Form ADV: Firm Brochure**

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This brochure provides information about the qualifications and business practices of Accordant Advisory Group, Inc. If you have any questions about the contents of this brochure, please contact us at 410-348-1499 or E-mail us at [David.McKee@RaymondJames.com](mailto:David.McKee@RaymondJames.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 Accordant Advisory Group, Inc. also is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). You can search this site by a unique identifying number, known as a CRD number. Our firm's CRD number is 117474.

Registration as an investment adviser does not imply a certain level of skill or training.

## **Item 2 Material Changes**

We have the following material changes to report since the last annual filing of this Firm Brochure:

- We have changed our hourly fees for Financial Planning from \$300 to \$500

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## **Item 4 Advisory Business**

Accordant Advisory Group, Inc. ("AAG") is a registered investment adviser with its principal place of business located in Annapolis, Maryland. AAG began conducting business in 2000.

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

- David R. McKee, CFP, President, Chief Compliance Officer
- Thomas E. Burdette, CPA

AAG offers the following advisory services to our clients:

### **INDIVIDUAL PORTFOLIO MANAGEMENT**

#### **Ambassador Investment Account Program**

The Ambassador Investment Account Program is a fee-based wrap fee program sponsored by Raymond James & Associates, Inc. ("RJA"), member New York Stock Exchange/SIPC. The Client is provided with ongoing investment advice and monitoring of securities holdings including portfolio reviews and recommendations. AAG provides continuous advice to the Client regarding the investment of client funds based on the individual needs of the Client. Through personal discussions in which goals and objectives based on the Client's particular circumstances are established, we develop the Client's personal investment policy and create and manage a portfolio based on that policy. During our data-gathering process, we determine the Client's individual objectives, time horizons, risk tolerance, and liquidity needs. As appropriate, we also review and discuss the Client's prior investment history, as well as family composition and background.

We generally construct portfolios using individual stocks, ETFs (equity, fixed income and commodities), actively managed traditional mutual funds, passively managed index funds, and individual fixed income securities. AAG will manage the account on a discretionary or non-discretionary basis in accordance with the Ambassador Investment Adviser Client Agreement. Clients shall designate their investment objective on the New Account Form. Any changes to the investment objective shall be provided to AAG in writing. Clients may impose reasonable restrictions on investing in certain securities, types of securities, or industry sectors.

As RJA is the sponsor of the wrap fee program, clients will receive a Wrap Fee Program Brochure (Form ADV Part 2A Appendix 1) prepared by RJA. The Wrap Fee Program Brochure describes in detail the services offered within the program. Clients are encouraged to review the Wrap Fee Program Brochure to learn more about the particular characteristics of the services offered within the program. RJA is an investment adviser registered with the SEC that is independent of AAG.

## **FINANCIAL PLANNING**

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

In general, the financial plan can address any or all of the following areas:

- **PERSONAL:** We review family records, budgeting, personal liability, estate information and financial goals.
- **TAX & CASH FLOW:** We analyze the client's income tax and spending and planning for past, current and future years; then illustrate the impact of various investments on the client's current income tax and future tax liability.
- **INVESTMENTS:** We analyze investment alternatives and their effect on the client's portfolio.
- **INSURANCE:** We review existing policies to ensure proper coverage for life, health, disability, long-term care, liability, home and automobile.
- **RETIREMENT:** We analyze current strategies and investment plans to help the client achieve his or her retirement goals.
- **DEATH & DISABILITY:** We review the client's cash needs at death, income needs of surviving dependents, estate planning and disability income.
- **ESTATE:** We assist the client in assessing and developing long-term strategies, including as appropriate, living trusts, wills, review estate tax, powers of attorney, asset protection plans, nursing homes, Medicare and elder law.

We gather required information through in-depth personal interviews. Information gathered includes the client's current financial status, tax status, future goals, returns objectives and attitudes towards risk. We carefully review documents supplied by the client, including a questionnaire completed by the client, and prepare a written report. Should the client choose to implement the recommendations contained in the plan, we suggest the client work closely with his/her attorney, accountant, insurance agent, and/or stockbroker. Implementation of financial plan recommendations is entirely at the

client's discretion.

Typically the financial plan is presented to the client within six months of the contract date, provided that all information needed to prepare the financial plan has been promptly provided.

Financial Planning recommendations are not limited to any specific product or service offered by a broker-dealer or insurance company. All recommendations are of a generic nature.

### **AMOUNT OF MANAGED ASSETS**

As of December 31, 2022, we were actively managing \$178,214,510 of client assets on a discretionary basis plus \$25,952,548 of client assets on a non-discretionary basis.

## **Item 5 Fees and Compensation**

### **INDIVIDUAL PORTFOLIO MANAGEMENT Ambassador Investment Account Program**

The annualized fees for Individual Portfolio Management services in the Ambassador program are charged as a percentage of assets under management, according to the following schedules:

<u>Account Value</u>	<u>Quarterly Fee</u>	<u>Annualized Fee</u>
Up to \$1 million	.5625%	2.25%
\$1 million up to \$2 million	.5%	2.00%
\$2 million up to \$5 million	.4375%	1.75%
\$5 million up to \$10 million	.375%	1.50%
\$10 million and up	.3125%	1.25%

The fee is a “wrap fee” and, therefore, includes all execution and clearing charges except: (1) certain dealer markups and odd lot differentials, transfer taxes, exchange fees mandated by the Securities and Exchange Act of 1934 and any other charges imposed by law with regard to any transactions in the account; and (2) offering concessions and related fees for purchases of public offerings of securities.

AAG receives a portion of the fee for the portfolio management services it provides to clients in the Program. AAG receives 87.5% of the annual fee listed above, and Raymond James Financial Services, Inc. (RJFS) receives the remaining 12.5%. RJFS is a member of FINRA/SIPC.

There is a minimum account size of \$10,000 required for the Ambassador program.

The client will receive RJA's Wrap Fee program Brochure (Form ADV Part 2A Appendix 1), which describes the Ambassador program's services and fees. Further, the client

will have a tri-party agreement signed by both RJA and AAG that will show the specific services selected by the client and the exact fee(s) to be charged.

- **Fees Billed in Advance:** The advisory fee will be billed quarterly in advance at the beginning of each calendar quarter based upon the asset value (market or fair market value in the absence of market value, plus any credit balance or minus any debit balance), of the client's account value as of the last day of the previous calendar quarter.

Clients authorize and direct AAG and RJA to deduct asset based advisory fees from the client's account. The custodian, Raymond James & Associates, sends statements at least quarterly to the client which shows all amounts disbursed from the client's account, including the advisory fees paid to AAG. Clients understand that the brokerage statement will show the amount of the asset-based fee, the value of the assets on which the fee was based, and the specific manner in which the fee was calculated.

## **FINANCIAL PLANNING**

Our Financial Planning service fee is calculated and charged on an hourly basis at the rate of \$500 per hour. All fees are agreed upon prior to entering into a contract with any client.

The client is billed quarterly in arrears based on actual hours accrued.

## **ADDITIONAL COMPENSATION**

The principal executive officers and other employees are separately licensed as registered representatives of Raymond James Financial Services, Inc. ("RJFS"), a FINRA member broker dealer. These individuals are also insurance agents or brokers for one or more insurance companies. As such, these individuals, in their separate capacities as registered representatives and/or insurance agents or brokers, will be able to effect securities transactions and/or purchase insurance products for clients. As a result, these individuals will receive separate, yet customary compensation (i.e., commissions, 12b-1 fees or other sales-related forms of compensation). These individuals may spend as much as one-third of their time on this related activity.

A conflict of interest exists between the interests of these individuals, and those of the advisory clients, creating an incentive for them to recommend investment products based on the compensation received through RJFS or various insurance companies, rather than on a client's needs. However, clients are under no obligation to act upon any recommendations of these individuals or to effect any transactions through them if they decide to follow the recommendations. The principal executive officers and other employees of AAG do not limit their recommendations to products offered by RJFS, with all consulting and financial planning advice provided being of a generic nature.

## GENERAL INFORMATION

**Limited Negotiability of Advisory Fees:** Although AAG has established the aforementioned fee schedule(s), we retain the discretion to negotiate alternative fees on a client-by-client basis. Client facts, circumstances and needs are considered in determining the fee schedule. These include the complexity of the client, assets to be placed under management, anticipated future additional assets; related accounts; portfolio style, account composition, reports, among other factors. The specific annual fee schedule is identified in the contract between the adviser and each client.

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

**Termination of the Advisory Relationship:** A client agreement may be canceled at any time, by either party, for any reason upon receipt of written notice. Upon termination of any account, AAG will refund to the client the prorated portion of the advisory fee for the quarter of termination.

**Mutual Fund Fees:** All fees paid to AAG are separate and distinct from the fees and expenses charged by mutual funds and/or ETFs to their shareholders. These fees and expenses are described in each fund's prospectus. These fees will generally include management and operating expenses of open-end, closed-end and exchange traded funds; short-term trading charges of certain mutual funds, and a possible distribution fee. If the fund also imposes sales charges, a client may pay an initial or deferred sales charge. A client could invest in a mutual fund directly, without our services. In that case, the client would not receive the services provided by our firm which are designed, among other things, to assist the client in determining which mutual fund or funds are most appropriate to each client's financial condition and objectives. Accordingly, the client should review both the fees charged by the funds and our fees to fully understand the total amount of fees to be paid by the client and to thereby evaluate the advisory services being provided.

**ERISA Accounts:** AAG is deemed to be a fiduciary to advisory clients that are employee benefit plans or individual retirement accounts (IRAs) pursuant to the Employee Retirement Income Security Act of 1974 (ERISA), and regulations under the Internal Revenue Code of 1986 (the "Code"), respectively. As such, our firm is subject to specific duties and obligations under ERISA and the Code that include among other things, restrictions concerning certain forms of compensation.

**Additional Fees and Expenses:** In addition to our advisory fees, clients may also incur charges for other services not directly related to the execution and clearing of transactions including wire transfer fees and interest charges on margin loans.

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

**Limited Prepayment of Fees:** Under no circumstances do we require or solicit payment of fees in excess of \$1,200 more than six months in advance of services rendered.



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

AAG does not charge performance-based fees, and therefore does not engage in side by-side management.

## Item 7 Types of Clients

AAG provides advisory services to the following types of clients:

- Individuals
- High net worth individuals
- Pension and profit sharing plans
- Charitable organizations
- Corporations

There is a minimum account size of \$10,000 required for the Ambassador program. Please refer to Item 5 of this disclosure brochure for more information.

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

### METHODS OF ANALYSIS

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

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

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

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

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

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

## INVESTMENT STRATEGIES

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

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

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

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

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

**Security-Specific Risks.** Most of the time your account will be invested in a combination of mutual funds, exchange –traded funds (ETFs), and individual securities such as common stocks, bonds, and American Depository Receipts (ADRs).

Mutual funds and ETFs carry product-specific risks and you should review the applicable prospectuses for the funds in your portfolio in order to have a complete understanding of these risks. Some of these funds invest in specific sectors or parts of the world and as such carry additional concentration risks related to fundamental or technical factors that are unique to that sector or geographic area.

While mutual funds are purchased and redeemed directly from the issuing company at net asset value (NAV), they are not traded throughout the day and can only be bought

or sold at the market close, typically 4PM Eastern Time. While ETFs can typically be bought and sold on an exchange throughout the day there is no guarantee that an investor will be able to do so at or near net asset value. While mutual funds and ETFs will typically be purchased in order to participate in a specific segment of the market, these products carry additional fees and there is no guarantee that the funds will achieve their objectives and realized returns may be below what one would expect given the prevailing market conditions.

Common stocks and bonds carry risks specific to the issuer. While a mutual fund or ETF is typically invested across a significant number of different securities, when one invests directly in the securities of a specific corporation or government entity they assume some concentration risk. Often specific issues will arise that are specific to that issuer which will negatively impact the value of their securities, but not necessarily those of other similar issuers. ADRs hold securities of non-US issuers and therefore carry additional risks present in foreign securities, including political risk and currency risk.

## **Item 9 Disciplinary Information**

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

Our firm and our management personnel have no reportable disciplinary events to disclose.

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

The principal executive officers and investment adviser representatives of AAG are registered representatives of Raymond James Financial Services, Inc. ("RJFS"), a securities broker-dealer and a member of FINRA. In addition, these individuals are also licensed insurance agents. These individuals may receive compensation for their activities as registered representatives or insurance agents. These individuals may spend approximately one-third of their time on these activities. More information about these relationships is discussed in Item 5 of this Brochure.

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

- we disclose to clients the existence of all material conflicts of interest, including the potential for our firm and our employees to earn compensation from advisory clients in addition to our firm's advisory fees;
- we disclose to clients that they are not obligated to purchase recommended

investment products from our employees or affiliated companies;

- we collect, maintain and document accurate, complete and relevant client background information, including the client's financial goals, objectives and risk tolerance;
- our firm's management conducts regular reviews of each client account to verify that all recommendations made to a client are suitable to the client's needs and circumstances;
- we require that our employees seek prior approval of any outside employment activity so that we may ensure that any conflicts of interests in such activities are properly addressed;
- we periodically monitor these outside employment activities to verify that any conflicts of interest continue to be properly addressed by our firm; and • we educate our employees regarding the responsibilities of a fiduciary, including the need for having a reasonable and independent basis for the investment advice provided to clients.

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

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

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

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

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

A copy of our Code of Ethics is available to our advisory clients and prospective clients. You may request a copy by email sent to [David.McKee@RaymondJames.com](mailto:David.McKee@RaymondJames.com), or by calling us at 410-348-1499.

Our Code of Ethics is designed to assure that the personal securities transactions,

activities and interests of our employees will not interfere with (i) making decisions in the best interest of advisory clients and (ii) implementing such decisions while, at the same time, allowing employees to invest for their own accounts.

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

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

## **Item 12 Brokerage Practices**

AAG does not have any soft-dollar arrangements and does not receive any soft-dollar benefits.

We are obligated pursuant to our master service agreement with RJFS to “direct” all transactions for the Ambassador program to RJFS, as the broker/dealer for program clients.

Client assets will be held at Raymond James & Associates, Inc. (“RJA”).

### **AMBASSADOR PROGRAM CLIENTS**

The Ambassador program is a fee-based account in which the Client is provided with ongoing investment advice and monitoring of securities holdings. AAG will manage the account on a discretionary or non-discretionary basis according to your objectives. Clients may impose reasonable restrictions on investing in certain securities, types of securities, or industry sectors.

### **BEST EXECUTION**

Obtaining best execution for our clients is an important aspect of our fiduciary duty. We review the quality of services provided by RJFS including the accuracy and speed of execution, fee rates, reputation and integrity, reporting, fairness in resolving disputes, financial responsibility and responsiveness. In seeking best execution, the determinative factor is not the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a broker/dealer’s services, including the value of research provided, execution capability, fee rates, and responsiveness.

We receive economic benefits through our relationship with RJFS that are typically not available to RJFS retail investors. These benefits may include the following products and services (provided without cost or at a discount): duplicate client statements and

confirmations; research related products and tools; consulting services; access to a trading desk serving adviser participants; access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to client accounts); the ability to have advisory fees deducted directly from client accounts; access to an electronic communications network for client order entry and account information; access to mutual funds with no transaction fees and to certain Institutional money managers; and discounts on compliance, marketing, research, technology, and practice management products or services provided to AAG by third party vendors. RJFS may also pay for business consulting and professional services received by AAG's related persons and may also pay or reimburse expenses (including travel, lodging, meals and entertainment expenses) for RJFS's personnel to attend conferences or meetings relating to the program or to RJFS's adviser custody and brokerage services generally.

Some of the products and services made available by RJFS may benefit AAG but may not benefit our client accounts. These products or services may assist us in managing and administering client accounts. Other services made available by RJFS are intended to help us manage and further develop our business enterprise. The benefits received by AAG or our personnel through participation in the program do not depend on the amount of brokerage transactions directed to RJFS. Clients should be aware, however, that the receipt of economic benefits by AAG or our related persons in and of itself creates a potential conflict of interest and may indirectly influence our choice of RJFS for custody and brokerage services. As a result of receiving services for no additional cost, we may have an incentive to select or recommend RJFS based on our interest in receiving the research or other products or services, rather than on the clients' interest in receiving most favorable execution. We examined this potential conflict of interest when we chose to enter into the relationship with RJFS and have determined that the relationship is in the best interests of AAG clients and satisfies our client obligations, including our duty to seek best execution.

## **BLOCK TRADING**

AAG will block trades where possible and when advantageous to clients. This blocking of trades permits the trading of aggregate blocks of securities composed of assets from multiple client accounts, so long as transaction costs are shared equally and on a pro rated basis between all accounts included in any such block.

Block trading may allow us to execute equity trades in a timelier, more equitable manner, at an average share price. We will typically aggregate trades among clients whose accounts can be traded at a given broker. Our block trading policy and procedures are as follows:

- 1) Transactions for any client account may not be aggregated for execution if the practice is prohibited by or inconsistent with the client's advisory agreement with AAG, or our firm's order allocation policy.
- 2) The trading desk in concert with the portfolio manager must determine that the purchase or sale of the particular security involved is appropriate for the client and consistent with the client's investment objectives and with any investment guidelines or restrictions applicable to the client's account.

3) The portfolio manager must reasonably believe that the order aggregation will benefit, and will enable AAG to seek best execution for each client participating in the aggregated order. This requires a good faith judgment at the time the order is placed for the execution. It does not mean that the determination made in advance of the transaction must always prove to have been correct in the light of a "20-20 hindsight" perspective. Best execution includes the duty to seek the best quality of execution, as well as the best net price.

4) Prior to entry of an aggregated order, an order ticket must be completed which identifies each client account participating in the order and the proposed allocation of the order, upon completion, to those clients. This is generally done using the Consolidated Order Entry program from Raymond James and verified by the CIO prior to the order being placed for execution.

5) If the order cannot be executed in full at the same price or time, the securities actually purchased or sold by the close of each business day must be allocated pro rata among the participating client accounts in accordance with the initial order ticket or other written statement of allocation. However, adjustments to this pro rata allocation may be made to participating client accounts in accordance with the initial order ticket or other written statement of allocation. Furthermore, adjustments to this pro rata allocation may be made to avoid having odd amounts of shares held in any client account, or to avoid excessive ticket charges in smaller accounts.

6) Generally, each client that participates in the aggregated order must do so at the average price for all separate transactions made to fill the order, and must share in the commissions on a pro rata basis in proportion to the client's participation. Under the client's agreement with the custodian/broker, transaction costs may be based on the number of shares traded for each client.

7) If the order will be allocated in a manner other than that stated in the initial statement of allocation, a written explanation of the change must be provided to and approved by the Chief Compliance Officer no later than the morning following the execution of the aggregate trade.

8) AAG client account records separately reflect, for each account in which the aggregated transaction occurred, the securities which are held by, and bought and sold for, that account.

9) Funds and securities for aggregated orders are clearly identified on AAG's records and to the broker-dealers or other intermediaries handling the transactions, by the appropriate account numbers for each participating client.

10) No client or account will be favored over another.

## Item 13 Review of Accounts

### INDIVIDUAL PORTFOLIO MANAGEMENT

**REVIEWS:** While the underlying securities within Ambassador accounts are continually monitored, these accounts are reviewed at least quarterly. Accounts are reviewed in the context of each client's stated investment objectives and guidelines. More frequent reviews may be triggered by material changes in variables such as the client's individual circumstances, or the market, political or economic environment.

**REPORTS:** Clients will receive monthly or quarterly statements and confirmations of transactions directly from their broker-dealer. AAG will provide reports if contracted for at the inception of the advisory relationship.

### FINANCIAL PLANNING SERVICES

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

**REPORTS:** Financial Planning clients will receive a completed financial plan. Additional reports will not typically be provided unless otherwise contracted for.

All accounts are reviewed by David McKee, President of AAG.

## Item 14 Client Referrals and Other Compensation

### CLIENT REFERRALS

AAG does not compensate any person for client referrals.

### OTHER COMPENSATION

Our firm and/or our officers and representatives are eligible to receive incentive awards (including prizes such as trips or bonuses) for recommending certain types of insurance policies or other investment products that we recommend.

While we endeavor at all times to put the interest of our clients first as part of our fiduciary duty, the possibility of receiving incentive awards creates a conflict of interest, and may affect the judgment of these individuals when making recommendations.

## Item 15 Custody

We previously disclosed in the "Fees and Compensation" section (Item 5) of this Brochure our advisory fees may be directly debited client accounts.



As part of this billing process, the client's custodian is advised of the amount of the fee to be deducted from that client's account. On at least a quarterly basis, the custodian is required to send to the client a statement showing all transactions within the account during the reporting period.

Because the custodian does not calculate the amount of the fee to be deducted, it is important for clients to carefully review their custodial statements from Raymond James in order to verify the accuracy of the calculation, among other things. Clients should contact us directly if they believe that there may be an error in their statement.

## **Item 16 Investment Discretion**

Clients may hire us to provide discretionary asset management services, in which case we place trades in a client's account without contacting the client prior to each trade to obtain the client's permission.

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

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

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

## **Item 17 Voting Client Securities**

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

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

## **Item 18 Financial Information**

Under no circumstances do we require or solicit payment of fees in excess of \$1,200 per client more than six months in advance of services rendered. Therefore, we are not required to include a financial statement.

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

AAG has not been the subject of a bankruptcy petition at any time during the past ten years.