



**BRIDGELIGHT<sup>®</sup>**  
CAPITAL

## **BridgeLight Capital LLC**

### **Form ADV Part 2A – Disclosure Brochure**

**Effective: March 14, 2023**

This Form ADV Part 2A (“Disclosure Brochure”) provides information about the qualifications and business practices of BridgeLight Capital LLC (“BridgeLight” or the “Advisor”). If you have any questions about the contents of this Disclosure Brochure, please contact us at (480) 270-5240.

BridgeLight is a registered investment advisor located in the State of Arizona. The information in this Disclosure Brochure has not been approved or verified by the U.S. Securities and Exchange Commission (“SEC”) or by any state securities authority. Registration of an investment advisor does not imply any specific level of skill or training. This Disclosure Brochure provides information about BridgeLight to assist you in determining whether to retain the Advisor.

Additional information about BridgeLight and its advisory persons are available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching for our firm name or by our CRD # **154920**.

**BridgeLight Capital LLC 7033 E.  
Greenway Parkway, Suite 160  
Scottsdale, AZ 85254  
Phone: (480) 270-5240 \* Fax: (480) 656-3316  
<http://bridgelight.com>**

## Item 2 – Material Changes

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Form ADV 2 is divided into two parts: *Part 2A (the "Disclosure Brochure")* and *Part 2B (the "Brochure Supplement")*. The Disclosure Brochure provides information about a variety of topics relating to an Advisor's business practices and conflicts of interest. The Brochure Supplement provides information about advisory personnel of BridgeLight. For convenience, we have combined these documents into a single disclosure document.

BridgeLight believes that communication and transparency are the foundation of its relationship with Clients and will continually strive to provide its Clients with complete and accurate information at all times. BridgeLight encourages all current and prospective Clients to read this Disclosure Brochure and discuss any questions you may have with us. And of course, we always welcome your feedback.

### Material Changes

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

- We have expanded upon the risks of investing in securities in Item 8.
- Our principal place of business has moved to 7033 E. Greenway Parkway, Suite 160, Scottsdale, AZ 85254.

### Future Changes

From time to time, we may amend this Disclosure Brochure to reflect changes in our business practices, changes in regulations and routine annual updates as required by the securities regulators. This complete Disclosure Brochure or a Summary of Material Changes shall be provided to each Client annually and if a material change occurs.

At any time, you may view the current Disclosure Brochure on-line at the SEC's Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching for our firm name or by our CRD # **154920**. You may also request a copy of this Disclosure Brochure at any time, by contacting us at (480) 270-5240.

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## **Item 4 – Advisory Services**

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### **A. Firm Information**

BridgeLight Capital LLC ("BridgeLight" or the "Advisor") is a registered investment advisor located in the State of Arizona, which is organized as a Limited Liability Company (LLC) under the laws of the State of Arizona.

BridgeLight was founded in February 2010 and is owned and operated by Gary T. Stringer (Founder and CEO). This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by BridgeLight.

### **B. Advisory Services Offered**

BridgeLight offers investment advisory services to individuals and high net worth individuals in the State of Arizona and other states (each referred to as a "Client"). BridgeLight is registered as an investment adviser with the U.S. Securities and Exchange Commission and is notice filed in Arizona and other states, as required.

#### Investment Management Services

BridgeLight provides customized investment advisory solutions for its Clients. This is achieved through continuous personal Client contact and interaction while providing discretionary investment management and related advisory services. BridgeLight works closely with each Client to identify their investment goals and objectives as well as risk tolerance and financial situation in order to create a portfolio strategy. BridgeLight will then construct a portfolio, consisting of diversified mutual funds and/or exchange-traded funds ("ETFs") to achieve the Client's investment goals. The Advisor may also utilize individual stocks, bonds or options contracts to meet the needs of its Clients. The Advisor may retain certain types of investments based on a Client's legacy portfolio construction.

BridgeLight's investment strategy[ies] is primarily long-term focused, but the Advisor may buy, sell or re-allocate positions that have been held less than one year to meet the objectives of the Client or due to market conditions. BridgeLight will construct, implement and monitor the portfolio to ensure it meets the goals, objectives, circumstances, and risk tolerance agreed to by the Client. Each Client will have the opportunity to place reasonable restrictions on the types of investments to be held in their respective portfolio, subject to acceptance by the Advisor.

BridgeLight evaluates and selects investments for inclusion in Client portfolios only after applying its internal due diligence process. BridgeLight may recommend, on occasion, redistributing investment allocations to diversify the portfolio. BridgeLight may recommend specific positions to increase sector or asset class weightings. The Advisor may recommend employing cash positions as a possible hedge against market movement. BridgeLight may recommend selling positions for reasons that include, but are not limited to, harvesting capital gains or losses, business or sector risk exposure to a specific security or class of securities, overvaluation or overweighting of the position[s] in the portfolio, change in risk tolerance of Client, generating cash to meet Client needs, or any risk deemed unacceptable for the Client's risk tolerance.

At no time will BridgeLight accept or maintain custody of a Client's funds or securities, except for authorized deduction of the Advisor's fees. All Client assets will be managed within their designated brokerage account or pension account, pursuant to the Client investment advisory agreement. Please see Item 12.

#### Financial Planning Services

BridgeLight will typically provide a variety of financial planning and consulting services to Clients, pursuant to a written financial planning agreement. Services are offered in several areas of a Client's financial situation, depending on their goals, objectives and financial situation.

Generally, such financial planning services involve preparing a formal financial plan or rendering a specific financial consultation based on the Client's financial goals and objectives. This planning or consulting may encompass one or more areas of need, including but not limited to, investment planning, retirement planning, personal savings, education savings, estate planning, tax planning and other areas of a Client's financial situation.

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A financial plan developed for or financial consultation rendered to the Client will usually include general recommendations for a course of activity or specific actions to be taken by the Client. For example, recommendations may be made that the Client start or revise their investment programs, commence or alter retirement savings, establish education savings and/or charitable giving programs. BridgeLight may also refer Clients to an accountant, attorney or other specialist, as appropriate for their unique situation. For certain financial planning engagements, the Advisor will provide a written summary of Client's financial situation, observations, and recommendations. For consulting or ad-hoc engagements, the Advisor may not provide a written summary. Plans or consultations are typically completed within six months of contract date, assuming all information and documents requested are provided promptly.

Financial planning and consulting recommendations may pose a conflict between the interests of the Advisor and the interests of the Client. For example, a recommendation to engage the Advisor for investment management services or to increase the level of investment assets with the Advisor would pose a conflict, as it would increase the advisory fees paid to the Advisor. Clients are not obligated to implement any recommendations made by the Advisor or maintain an ongoing relationship with the Advisor. If the Client elects to act on any of the recommendations made by the Advisor, the Client is under no obligation to effect the transaction through the Advisor.

#### Use of Independent Managers

BridgeLight may recommend that a Client utilize one or more unaffiliated investment managers or investment platforms (collectively "Independent Managers") for all or a portfolio of a Client's investment portfolio. In such instances, the Client will then enter into an advisory agreement with the Independent Manager[s] that defines the terms in which the Independent Manager[s] will provide investment management and related services. BridgeLight may also assist in the development of the initial policy recommendations and managing the ongoing Client relationship. BridgeLight will perform initial and ongoing oversight and due diligence over the selected Independent Manager[s] to ensure the Independent Managers' strategies and target allocations remain aligned with its clients' investment objectives and overall best interests. The Client, prior to entering into an agreement with unaffiliated money manager[s] or investment advisor[s], will be provided with the advisor's Form ADV 2A (or a brochure that makes the appropriate disclosures).

### **C. Client Account Management**

Prior to engaging BridgeLight to provide investment advisory services, each Client is required to enter into or more agreements with the Advisor that defines the terms, conditions, authority and responsibilities of the Advisor and the Client. These services may include:

- Establishing an Investment Strategy – BridgeLight, in connection with the Client, may develop a statement that summarizes the Client's investment goals and objectives along with the broad strategy[ies] to be employed to meet the objectives.
- Asset Allocation – BridgeLight will develop a strategic asset allocation that is targeted to meet the investment objectives, time horizon, financial situation and tolerance for risk for each Client.
- Portfolio Construction – BridgeLight will develop a portfolio for the Client that is intended to meet the stated goals and objectives of the Client.
- Investment Management and Supervision – BridgeLight will provide investment management and ongoing oversight of the Client's relationship's investment portfolio.

### **D. Wrap Fee Programs**

BridgeLight may include the securities transaction costs and platform fees together with a slightly higher investment advisory fee. Including these fees into a single asset-based fee is considered a "wrap fee program". Depending on the level of trading required for the Client's account[s] in a particular year, the Client may pay more or less in total fees than if the Client paid its own transaction fees. Clients may incur charges for other account services provided not directly related to the execution and clearing of transactions, including, but not limited to: IRA custodial fees, safekeeping fees, wire transfer fees, interest charges on margin loans, exchange fees, and fees for transfers of securities.

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Please see Appendix I –Wrap Fee Program Brochure, which is included as a supplement to this Disclosure Brochure.

#### **E. Assets Under Management**

As of December 31, 2021, the most recent date for which such calculations are provided pursuant to securities regulations, BridgeLight manages the following assets:

Assets Under Management	Assets
Discretionary Assets	\$ 117,490,525
Non-Discretionary Assets	\$0
<b>Total</b>	<b>\$ 117,490,525</b>

Clients may request more current information at any time by contacting the Advisor.

#### **Item 5 – Fees and Compensation**

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The following paragraphs detail the fee structure and compensation methodology for services provided by the Advisor. Each Client engaging the Advisor for services described herein shall be required to enter into a written agreement with the Advisor.

##### **A. Fees for Advisory Services**

###### Investment Management Services

Investment advisory fees are paid quarterly in advance pursuant to the terms of the investment advisory agreement. Investment advisory fees are based on the market value of assets under management at the end of each calendar quarter. Investment advisory fees are based on the following schedule:

Assets Under Management (\$)	Annual Rate (%)
Up to \$500,000	2.00%
\$500,001 to \$1,000,000	1.75%
\$1,000,001 to \$2,500,000	1.50%
\$2,500,001 to \$5,000,000	1.25%
\$5,000,001 to \$10,000,000	1.00%
Over \$10,000,000	Negotiable

Investment advisory fees in the first quarter of service are prorated from the inception date of the account[s] to the end of the first quarter. Fees may be negotiable at the sole discretion of the Advisor. The Client's fees will take into consideration the aggregate assets under management with Advisor. All securities held in accounts managed by BridgeLight will be independently valued by the designated Custodian. BridgeLight will not have the authority or responsibility to value portfolio securities. Lower fees for comparable services may be available from other sources.

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#### Financial Planning Services

BridgeLight offers financial planning services on a fixed engagement fee. Fixed fee engagement fee range from \$1,000 to \$15,000. Fees may be negotiable based on the nature and complexity of the services to be provided and the overall relationship with the Advisor. An estimate for total costs will be provided to the Client prior to engaging for these services.

The Advisor's fee is exclusive of, and in addition to, brokerage fees, transaction fees, and other related costs and expenses, which may be incurred by the Client. However, the Advisor shall not receive any portion of these commissions, fees, and costs.

#### Use of Independent Managers

BridgeLight's management fee for clients utilizing independent managers' investment programs ranges from 1% to 1.5% annually. Our fee is negotiable. Separate and apart from BridgeLight's advisory fee, the independent manager will also charge the client an advisory fee that is established and payable in accordance with the independent manager's disclosure document and any written agreements the client is required to enter into with the independent manager. The independent managers' annual fees are based on a percentage of assets under management and typically range from 0.2% to 1.5% annually depending on the amount of assets under management and the investment program utilized. BridgeLight's and the independent managers' annual fees are billed quarterly in advance based on the market value of the assets on the last day of the preceding quarter. The independent manager will deduct BridgeLight's advisory fee from the client's account in accordance with the client authorization in the independent manager's account agreement and remit payment to BridgeLight. Clients should refer to the independent manager's disclosure documents (Part 2A: Firm Brochure and/or Part 2A Appendix 1: Wrap Fee Program Brochure) for information regarding its fees, billing practices, minimum required investments and termination of advisory agreements.

### **B. Fee Billing**

#### Investment Management Services

Investment advisory fees are calculated by the Advisor or its delegate and deducted from the Client's account[s] at the Custodian. As may be required by certain state regulations, the Advisor shall send an invoice to the Custodian indicating the amount of the fees to be deducted from the Client's account[s] at the respective quarter end date. The amount due is calculated by applying the quarterly rate (annual rate divided by 4) to the total assets under management with BridgeLight at the end of each quarter. Clients will be provided with a statement, at least quarterly, from the Custodian reflecting deduction of the investment advisory fee. In addition, as may be required by certain state regulations, the Advisor will provide the Client a report itemizing the fee, including the calculation period covered by the fee, the account value and the methodology used to calculate the fee. It is the responsibility of the Client to verify the accuracy of these fees as listed on the Custodian's brokerage statement as the Custodian does not assume this responsibility. Clients provide written authorization permitting BridgeLight to be paid directly from their account[s] held by the Custodian as part of the investment advisory agreement and separate account forms provided by the Custodian.

#### Financial Planning Services

Financial planning fees may be invoiced up to fifty percent (50%) of the expected total fee upon execution of the financial planning. The balance shall be invoiced upon completion of the agreed upon deliverable[s]. At no time shall deliverable[s] be completed more than 6 months from the execution of the financial planning agreement.

### **C. Other Fees and Expenses**

Clients may incur certain fees or charges imposed by third parties, other than BridgeLight, in connection with investments made on behalf of the Client's account[s]. The Client is responsible for all custodial and securities execution fees charged by the custodian and executing broker-dealer. The Investment Advisory Fee charged by BridgeLight is separate and distinct from these custodian and execution fees.

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In addition, all fees paid to BridgeLight for investment advisory services are separate and distinct from the expenses charged by mutual funds and exchange-traded funds to their shareholders, if applicable. These fees and expenses are described in each fund's prospectus. These fees and expenses will generally be used to pay management fees for the funds, other fund expenses, account administration (e.g., custody, brokerage and account reporting), and a possible distribution fee. A Client could invest in these products directly, without the services of BridgeLight, but would not receive the services provided by BridgeLight which are designed, among other things, to assist the Client in determining which products or services are most appropriate for each Client's financial situation and objectives. Accordingly, the Client should review both the fees charged by the fund[s] and the fees charged by BridgeLight to fully understand the total fees to be paid. Please refer to Item 12 – Brokerage Practices for additional information.

#### **D. Advance Payment of Fees and Termination**

##### Investment Management Services

BridgeLight is compensated for its services in advance of the quarter in which investment advisory services are rendered. Either party may terminate the investment advisory agreement by providing advance written notice to the other party. The Client may terminate the investment advisory agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. Upon termination, the Advisor will refund any unearned, prepaid investment advisory fees from the effective date of termination to the end of the quarter. The Client's investment advisory agreement with the Advisor is non-transferable without the Client's prior approval.

##### Financial Planning Services

BridgeLight requires an advance deposit as described above. Either party may terminate the financial planning agreement by providing advance written notice to the other party. The Client may terminate the financial planning agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. Upon termination, the Client shall be billed for the percentage of the engagement scope completed by the Advisor. The Advisor will refund any unearned, prepaid planning fees from the effective date of termination. The Client's financial planning agreement with the Advisor is non-transferable without the Client's prior approval.

##### Use of Independent Managers

In the event that a Client should wish to terminate their relationship with the Investment Platform and any Independent Manager, the terms for termination will be set forth in the respective agreements between the Client and those third parties. BridgeLight will assist the Client with the termination and transition as appropriate.

#### **E. Compensation for Sales of Securities**

BridgeLight does not buy or sell securities and does not receive any compensation for securities transactions in any Client account, other than the investment advisory fees noted above. Certain Supervised Persons of the Advisor may also be licensed insurance professionals and will receive commissions for the implementations of insurance recommendations. Clients are under no obligation to implement any recommendations made by Advisory Persons or the Advisor. Please see Item 10 for additional details.

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

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BridgeLight does not charge performance-based fees for its investment advisory services. The fees charged by BridgeLight are as described in "Item 5 – Fees and Compensation" above and are not based upon the capital appreciation of the funds or securities held by any Client.

BridgeLight does not manage any proprietary investment funds or limited partnerships (for example, a mutual fund or a hedge fund) and has no financial incentive to recommend any particular investment options to its Clients.



## Item 7 – Types of Clients

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BridgeLight offers investment advisory services to individuals and high net worth individuals in State of Arizona and other states. The percentage of each type of Client is available on BridgeLight's Form ADV Part 1A. These percentages may change over time and are updated at least annually by the Advisor.

BridgeLight generally does not require a minimum account balance for investment advisory services. We may impose a minimum annual advisory fee of \$500 per account. We generally charge a minimum fee of \$750 for written financial plans.

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

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### A. Methods of Analysis

BridgeLight primarily employs a fundamental, analysis in developing investment strategies for its Clients. Research and analysis from BridgeLight is derived from numerous sources, including financial media companies, third-party research materials, Internet sources, and review of company activities, including annual reports, prospectuses, press releases and research prepared by others.

Fundamental analysis utilizes economic and business indicators as investment selection criteria. These criteria are generally ratios and trends that may indicate the overall strength and financial viability of the entity being analyzed. Assets are deemed suitable if they meet certain criteria to indicate that they are a strong investment with a value discounted by the market. While this type of analysis helps the Advisor in evaluating a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in the fundamental analysis may lose value and may have negative investment performance. The Advisor monitors these economic indicators to determine if adjustments to strategic allocations are appropriate. More details on the Advisor's review process are included below in "Item 13 – Review of Accounts".

### B. Investment Strategies

As noted above, BridgeLight generally employs a long-term investment strategy for its Clients, as consistent with their financial goals. BridgeLight will typically hold all or a portion of a security for more than a year, but may hold for shorter periods for the purpose of rebalancing a portfolio or meeting the cash needs of Clients. At times, BridgeLight may also buy and sell positions that are more short-term in nature, depending on the goals of the Client and/or the fundamentals of the security, sector or asset class.

BridgeLight also uses the following strategies in managing client accounts, provided that such strategies are appropriate to the needs of the client and consistent with the client's investment objectives, risk tolerance, and time horizons, among other considerations:

- **Margin loans.** On occasion, it may be appropriate for a client to obtain a margin loan on a short-term basis. A risk in margin loans is that, in volatile markets, securities prices can fall very quickly. If the value of the securities in your account minus what you owe the broker falls below a certain level, the broker will issue a "margin call," and you will be required to sell your position in the security on margin and/or add more cash to the account.
- **Options:** We may utilize 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:

1. A call gives the buyer the right to buy an asset at a certain price within a specified period of time.
2. A put gives the buyer the right to sell an asset at a certain price within a specified period of time.

BridgeLight does not utilize call buying or put buying as an investment strategy.

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- **Option Writing:** From time to time BridgeLight will sell covered calls against a client's security positions, or sell cash backed puts on securities that the client has earmarked cash to buy. In this strategy, the client receives a cash premium for selling the option to the buyer in exchange for the obligation to sell their stock at a particular price for a specific time period (a covered call), or the obligation to purchase stock at a particular price for a period of time (cash-backed put). When a call option is exercised, clients are forced to sell their security at the strike price of the call option. This is likely to be below the market value of the stock. When a put is assigned, clients are forced to purchase the security at the price of the put option. This is likely to be above the market value of the security. If these options expire without being exercised, the seller keeps the premium received as income.

### C. Risk of Loss

Past performance is not indicative of future results. Therefore, you should never assume that future performance of any specific investment or investment strategy will be profitable. Investing in securities (including stocks, mutual funds and bonds, etc.) involves risk of loss. Further, depending on the different types of investments there may be varying degrees of risk. You should be prepared to bear investment loss including loss of original principal.

Each Client engagement will entail a review of the Client's investment goals, financial situation, time horizon, tolerance for risk and other factors to develop an appropriate strategy for managing a Client's account. Client participation in this process, including full and accurate disclosure of requested information, is essential for the analysis of a Client's account. The Advisor shall rely on the financial and other information provided by the Client or their designees without the duty or obligation to validate the accuracy and completeness of the provided information. It is the responsibility of the Client to inform the Advisor of any changes in financial condition, goals or other factors that may affect this analysis.

The risks associated with a particular strategy are provided to each Client in advance of investing Client accounts. The Advisor will work with each Client to determine their tolerance for risk as part of the portfolio construction process.

Because of the inherent risk of loss associated with investing, our firm is unable to represent, guarantee or even imply that our services and methods of analysis can or will predict future results, successfully identify market tops or bottoms, or insulate you from losses due to market corrections or declines. There are certain additional risks associated with investing in securities through our investment management program, as described below:

- Market Risk – Either the stock market as a whole, or the value of an individual company, goes down resulting in a decrease in the value of client investments.
- Equity (stock) market risk – Common stocks are susceptible to general stock market fluctuations and to volatile increases and decreases in value as market confidence in and perceptions of their issuers change. If you held common stock, or common stock equivalents, of any given issuer, you would generally be exposed to greater risk than if you held preferred stocks and debt obligations of the issuer.
- Company Risk – When investing in stock positions, there is always a certain level of company or industry-specific risk that is inherent in each investment. This can be reduced through appropriate diversification. There is the risk that the company will perform poorly or have its value reduced based on factors specific to the company or its industry. For example, if a company's employees go on strike or the company receives unfavorable media attention for its actions, the value of the company may be reduced.
- Fixed Income Risk – When investing in bonds, there is the risk that the issuer will default on the bond and be unable to make payments. Further, individuals who depend on set amounts of periodically paid income face the risk that inflation will erode their spending power. Fixed-income investors receive set, regular payments that face the same inflation risk.
- Options Risk – Options on securities may be subject to greater fluctuations in value than an investment in the underlying securities. Purchasing and writing put and call options are highly-specialized activities and entail greater than ordinary investment risks.

- ETF and Mutual Fund Risk – When investment in an ETF or mutual fund, you will bear additional expenses based on your pro rata share of the ETF's or mutual fund's operating expenses, including the potential duplication of management fees. The risk of owning an ETF or mutual fund generally reflects the risks of owning the underlying securities the ETF or mutual fund holds. You may also incur brokerage costs when purchasing ETFs.
- Management Risk – Your investment with our firm varies with the success and failure of our investment strategies, research, analysis and determination of portfolio securities. If our investment strategies do not produce the expected returns, the value of the investment will decrease.

## **Item 9 – Disciplinary Information**

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**There are no legal, regulatory or disciplinary events involving BridgeLight or any of its Advisory Persons.** BridgeLight values the trust you place in us. As we advise all Clients, we encourage you to perform the requisite due diligence on any advisor or service provider with whom you partner. Our backgrounds are on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching by our firm name or our CRD # **154920**.

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

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### Broker-Dealer Affiliation

Certain Advisory Persons are also a registered representative of Purshe Kaplan Sterling Investments, Inc. ("PKS") of Albany, NY. PKS is a registered broker-dealer (CRD No. 35747), member FINRA, SIPC. In one's separate capacity as a registered representative, Advisory Persons will typically receive commissions for the implementation of recommendations for commissionable transactions. Clients are not obligated to implement any recommendation provided by Advisory Persons. Neither the Advisor nor Advisory Persons will earn ongoing investment advisory fees in connection with any services implemented in Advisory Persons' separate capacity as a registered representative.

Generally, recommendations made by BridgeLight to its Clients are implemented by Advisory Persons in one's role as an investment advisor representative not in their role as a Registered Representative. As such, Clients of BridgeLight will only pay advisory fees as described above.

### Insurance Agency Affiliations

Certain Advisory Persons are also a licensed insurance professional. Implementations of insurance recommendations are separate and apart from one's role with BridgeLight. As an insurance professional, Advisory Persons may receive customary commissions and other related revenues from the various insurance companies whose products are sold. Advisory Persons is not required to offer the products of any particular insurance company. Commissions generated by insurance sales do not offset regular advisory fees. This may cause a conflict of interest in recommending certain products of the insurance companies. Clients are under no obligation to implement any recommendations made by Advisory Persons or the Advisor.

### BridgeLight Affiliates

Mr. Stringer is also the 100% owner and assists with the management of BridgeLight Insurance LLC and BridgeLight Real Estate LLC. Mr. Stringer spends less than 5% of his time on these activities. Clients of BridgeLight may be referred to these affiliated entities for insurance or real estate services. Clients of BridgeLight are not obligated to accept recommendations to the affiliated entities.

Neither BridgeLight nor any of its management persons are registered, or have an application pending to register, as a futures commission merchant, commodity pool operator, commodity trading advisor, or an associated person of the foregoing entities.

As previously disclosed, BridgeLight recommends the services of independent registered investment advisers ("Independent Managers") to our clients. We receive no compensation directly or indirectly from these Independent Managers. All investment advisers to whom BridgeLight refers clients will be properly licensed or registered as an investment adviser.

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

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### **A. Code of Ethics**

BridgeLight has implemented a Code of Ethics (the "Code") that defines our fiduciary commitment to each Client. This Code applies to all persons associated with BridgeLight (our "Supervised Persons"). The Code was developed to provide general ethical guidelines and specific instructions regarding our duties to you, our Client. BridgeLight and its Supervised Persons owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of BridgeLight's Supervised Persons to adhere not only to the specific provisions of the Code, but also to the general principles that guide the Code. The Code covers a range of topics that address employee ethics and conflicts of interest. To request a copy of our Code, please contact us at (480) 270-5240.

## **B. Personal Trading with Material Interest**

BridgeLight allows our Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. BridgeLight does not act as principal in any transactions. In addition, the Advisor does not act as the general partner of a fund, or advise an investment company. BridgeLight does not have a material interest in any securities traded in Client accounts.

## **C. Personal Trading in Same Securities as Clients**

BridgeLight allows our Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Owning the same securities we recommend (purchase or sell) to you presents a conflict of interest that, as fiduciaries, we must disclose to you and mitigate through policies and procedures. As noted above, we have adopted the Code to address insider trading (material non-public information controls); gifts and entertainment; outside business activities and personal securities reporting. When trading for personal accounts, Supervised Persons may have a conflict of interest if trading in the same securities. The fiduciary duty to act in the best interest of its Clients can potentially be violated if personal trades are made with more advantageous terms than Client trades, or by trading based on material non-public information. This risk is mitigated by BridgeLight requiring reporting of personal securities trades by its Supervised Persons for review by the CCO or delegate. We have also adopted written policies and procedures to detect the misuse of material, non-public information.

## **D. Personal Trading at Same Time as Client**

While BridgeLight allows our Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients, such trades are typically aggregated with Client orders or traded afterwards. **At no time will BridgeLight, or any Supervised Person of BridgeLight, transact in any security to the detriment of any Client.**

## **Item 12 – Brokerage Practices**

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### **A. Recommendation of Custodian[s]**

BridgeLight does not have discretionary authority to select the broker-dealer/custodian for custodial and execution services. The Client will select the broker-dealer or custodian (herein the "Custodian") to safeguard Client assets and authorize BridgeLight to direct trades to this Custodian as agreed in the investment advisory agreement. Further, BridgeLight does not have the discretionary authority to negotiate commissions on behalf of our Clients on a trade-by-trade basis.

Where BridgeLight does not exercise discretion over the selection of the Custodian, it may recommend the Custodian[s] to Clients for execution and/or custodial services. Clients are not obligated to use the recommended Custodian and will not incur any extra fee or cost associated with using a broker not recommended by BridgeLight.

BridgeLight may recommend the Custodian based on criteria such as, but not limited to, reasonableness of commissions charged to the Client, services made available to the Client, and location of the Custodian's offices.

BridgeLight recommends the brokerage services of Schwab Advisor Services, a division of Charles Schwab & Co., Inc. ("Schwab"), TD Ameritrade ("TDA") and Pershing Adviser Solutions ("PAS"), all of which are a registered broker-dealer, member SIPC. Clients are not obligated to use a recommended broker and/or custodian and will not incur any extra fee or cost associated with using a broker not recommended by BridgeLight.

Following are additional details regarding the brokerage practices of the Advisor:

**1. Soft Dollars** - Soft dollars are revenue programs offered by broker-dealers whereby an advisor enters into an agreement to place security trades with the broker in exchange for research and other services. **BridgeLight does not participate in soft dollar programs sponsored or offered by any broker-dealer.**

**2. Brokerage Referrals** - BridgeLight does not receive any compensation from any third party in connection with the recommendation for establishing a brokerage account.

**3. Directed Brokerage** - All Clients are serviced on a “directed brokerage basis”, where BridgeLight will place trades within the established account[s] at the custodian designated by the Client. Further, all Client accounts are traded within their respective brokerage account[s]. The Advisor will not engage in any principal transactions (i.e., trade of any security from or to the Advisor’s own account) or cross transactions with other Client accounts (i.e., purchase of a security into one Client account from another Client’s account[s]). In selecting the Custodian, BridgeLight will not be obligated to select competitive bids on securities transactions and does not have an obligation to seek the lowest available transaction costs. These costs are determined by the designated Custodian.

## **B. Aggregating and Allocating Trades**

The primary objective in placing orders for the purchase and sale of securities for Client accounts is to obtain the most favorable net results taking into account such factors as 1) price, 2) size of order, 3) difficulty of execution, 4) confidentiality and 5) skill required of the broker. BridgeLight will execute its transactions through an unaffiliated broker-dealer selected by the Client. BridgeLight may aggregate orders in a block trade or trades when securities are purchased or sold through the same broker-dealer for multiple (discretionary) accounts in the same trading day. If a block trade 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 in a manner that is consistent with the initial pre-allocation or other written statement. This must be done in a way that does not consistently advantage or disadvantage any particular Client accounts.

## **Item 13 – Review of Accounts**

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### **A. Frequency of Reviews**

Securities in Client accounts are monitored on a regular and continuous basis by BridgeLight. Formal reviews are generally conducted at least annually or more or less frequently depending on the needs of the Client. These accounts are reviewed by our Chief Executive Officer, Chief Compliance Officer and/or Managing Director.

### **B. Causes for Reviews**

In addition to the investment monitoring noted in Item 13.A., each Client account shall be reviewed at least annually. Reviews may be conducted more or less frequently at the Client’s request. Accounts may be reviewed as a result of major changes in economic conditions, known changes in the Client’s financial situation, and/or large deposits or withdrawals in the Client’s account. The Client is encouraged to notify BridgeLight if changes occur in the Client’s personal financial situation that might adversely affect the Client’s investment plan. Additional reviews may be triggered by material market, economic or political events.

### **C. Review Reports**

**The Client will receive brokerage statements no less than quarterly from the trustee or Custodian. These brokerage statements are sent directly from the Custodian to the Client. The Client may also establish electronic access to the Custodian’s website so that the Client may view these reports and their account activity. Client brokerage statements will include all positions, transactions and fees relating to the Client’s account[s]. The Advisor may also provide Clients with periodic reports regarding their holdings, allocations, and performance.**



## Item 14 - Client Referrals and Other Compensation

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### A. Compensation Received by BridgeLight

#### Participation in Institutional Advisor Platform

BridgeLight has established an institutional relationship with Charles Schwab & Co., Inc., TD Ameritrade and Pershing Adviser Solutions (herein the "Custodian") to assist the Advisor in managing Client account[s]. Access to the Custodian platform is provided at no charge to the Advisor. The Advisor receives access to software and related support without cost because the Advisor renders investment management services to Clients that maintain assets at the Custodian. The software and related systems support may benefit the Advisor, but not its Clients directly. In fulfilling its duties to its Clients, the Advisor endeavors at all times to put the interests of its Clients first. Clients should be aware, however, that the receipt of economic benefits from a custodian creates a potential conflict of interest since these benefits may influence the Advisor's recommendation of this Custodian over one that does not furnish similar software, systems support, or services.

For BridgeLight Client accounts using the Custodian, they generally do not charge separately for custody services but are compensated by account holders through commissions or other transaction-related or asset-based fees for securities trades that are executed through the custodian or that settle into the custodian accounts. BridgeLight would have to obtain the aforementioned services and products for cash if we did not have the relationship with the custodian to pay for them. As a result of receiving such products and services for no cost, we may have an incentive to continue to place Client trades through broker-dealers that offer similar arrangements. This interest conflicts with the Clients' interest of obtaining the lowest commission rate available. Therefore, we must determine in good faith, based on the best execution policy stated above that such commissions are reasonable in relation to the value of the services provided by such executing broker-dealers. Please see below for more information about the best execution determination for Clients choosing a recommended custodian.

#### Broker-Dealer Affiliation

Certain Advisory Persons are also registered representatives of PKS. In their separate capacity as registered representatives, the Advisory Persons will receive commissions for the implementation of recommendations for commissionable transactions. Additional details are included in Item 10 above.

#### Insurance Agency Affiliations

Certain Advisory Persons are also a licensed insurance professional. As insurance professionals, the Advisory Persons may receive customary commissions and other related revenues from the various insurance companies whose products are sold. Additional details are included in Item 10 above.

### B. Client Referrals from Solicitors

BridgeLight may engage and compensate unaffiliated third party referral sources (a "solicitor") for Client referrals. Clients will not pay a higher fee to BridgeLight as a result of such payments to a solicitor. The Advisor shall enter into an agreement with the solicitor, which requires that the solicitor provide full disclosure of the compensation and other conflicts to the prospective client.

## Item 15 – Custody

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BridgeLight does not accept or maintain custody of any Client accounts, except for the authorized deduction of the Advisor's fees. All Clients must place their assets with a qualified custodian. Clients are required to select their own custodian to retain their funds and securities and direct BridgeLight to utilize that custodian for the Client's security transactions. Clients should review statements provided by the account custodian and compare to any reports provided by BridgeLight to ensure accuracy, as the custodian does not perform this review. Investment advisory fees are calculated by the Advisor or its delegate and deducted from the Client's account[s] at the Custodian. The amount due is calculated by applying the quarterly rate (annual rate divided by 4) to the total assets under management with BridgeLight at the end of each quarter.

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#### BridgeLight Capital LLC

7033 E. Greenway Parkway, Suite 160, Scottsdale, AZ 85254

Phone: (480) 270-5240 \* Fax: (480) 656-3316

<http://bridgelight.com>

Clients will be provided with a statement, at least quarterly, from the Custodian reflecting deduction of the investment advisory fee. It is the responsibility of the Client to verify the accuracy of these fees as listed on the Custodian's brokerage statement as the Custodian does not assume this responsibility. Clients provide written authorization permitting BridgeLight to be paid directly from their account[s] held by the Custodian as part of the investment advisory agreement and separate account forms provided by the Custodian.

For more information about custodians and brokerage practices, see "Item 12 - Brokerage Practices".

### **Item 16 – Investment Discretion**

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BridgeLight generally has discretion over the selection and amount of securities to be bought or sold in Client accounts without obtaining prior consent or approval from the Client. However, these purchases or sales may be subject to specified investment objectives, guidelines, or limitations previously set forth by the Client and agreed to by BridgeLight. Discretionary authority will only be authorized upon full disclosure to the Client. The granting of such authority will be evidenced by the Client's execution of an investment advisory agreement containing all applicable limitations to such authority. All discretionary trades made by BridgeLight will be in accordance with each Client's investment objectives and goals.

### **Item 17 – Voting Client Securities**

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BridgeLight does not accept proxy-voting responsibility for any Client. Clients will receive proxy statements directly from the Custodian. The Advisor will assist in answering questions relating to proxies, however, the Client retains the sole responsibility for proxy decisions and voting.

### **Item 18 – Financial Information**

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Neither BridgeLight, nor its management, have any adverse financial situations that would reasonably impair the ability of BridgeLight to meet all obligations to its Clients. Neither BridgeLight, nor any of its advisory persons, has been subject to a bankruptcy or financial compromise. BridgeLight is not required to deliver a balance sheet along with this Disclosure Brochure as the Advisor does not collect fees of \$1,200 or more for services to be performed six months or more in advance.





**BRIDGELIGHT<sup>®</sup>**  
CAPITAL

## **Form ADV Part 2A Appendix 1 Wrap Fee Brochure**

**Effective: March 18, 2022**

This Form ADV2A – Appendix 1 (“Wrap Fee Brochure”) provides information about the business practices and fees for BridgeLight Capital LLC (“BridgeLight” or the “Advisor”) when Client transaction costs are included with investment advisory fees as a single fee. This Wrap Fee Brochure shall always be accompanied by the BridgeLight Disclosure Brochure, which provides complete details on the business practices of BridgeLight. If you did not receive the complete BridgeLight Disclosure Brochure or you have any questions about the contents of this Wrap Fee Brochure or the BridgeLight Disclosure Brochure, please contact us at (480) 270-5240

BridgeLight is a registered investment advisor located in the State of Arizona. The information in this Wrap Fee Brochure has not been approved or verified by the U.S. Securities and Exchange Commission (“SEC”) or by any state securities authority. Registration of an investment advisor does not imply any specific level of skill or training. This Wrap Fee Brochure provides information about BridgeLight to assist you in determining whether to retain the Advisor.

Additional information about BridgeLight and its advisory persons are available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching for our firm name or by our CRD # **154920**.

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**BridgeLight Capital LLC**

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<http://bridgelight.com>

## **Item 2 – Material Changes**

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Form ADV 2 Appendix 1 provides information about a variety of topics relating to an Advisor's business practices and conflicts of interest. In particular, this Wrap Fee Brochure discusses the fee billing practices of the Advisor as a supplement to the Disclosure Brochure.

### Material Changes

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

- We have expanded upon the risks of investing in securities in Item 6, "Risk of Loss."
- Our principal place of business has moved to 7033 E. Greenway Parkway, Suite 160, Scottsdale, AZ 85254.

### Future Changes

From time to time, we may amend this Wrap Fee Program Brochure to reflect changes in our business practices, changes in regulations and routine annual updates as required by the securities regulators. This complete Wrap Fee Program Brochure or a Summary of Material Changes shall be provided to each Client annually and if a material change occurs in the business practices of BridgeLight.

At any time, you may view the current Wrap Fee Program Brochure on-line at the SEC's Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching for our firm name or by our CRD # **154920**.

You may also request a copy of this Wrap Fee Program Brochure at any time, by contacting us at (480) 270-5240.

### **Item 3 – Table of Contents**

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## **Item 4 – Services Fees and Compensation**

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### **Services**

BridgeLight Capital LLC (“BridgeLight”) provides customized wealth advisory services for its Clients. This Wrap Fee Brochure is provided as a supplement to the BridgeLight Disclosure Brochure (Form ADV2A), which this Wrap Fee Brochure is attached. This Wrap Fee Brochure is provided along with the complete Disclosure Brochure to provide full details of the business practices and fees when selecting BridgeLight as your investment advisor.

As part of the investment advisory fees noted in Item 5 of the Disclosure Brochure, BridgeLight may include normal securities transaction fees as part of the overall investment advisory fee. Securities regulations often refer to this combined fee structure as a “Wrap Fee Program”.

The sole purpose of this Wrap Fee Brochure is to provide additional disclosure relating the combination of securities transaction fees into the single investment advisory fee. This Wrap Fee Brochure references back to the BridgeLight Disclosure Brochure in which this Wrap Fee Brochure serves as an Appendix.

**Please see Item 4 – Advisory Services of the Disclosure Brochure for details on BridgeLight’s investment philosophy and related services.**

### **Program Costs**

Advisory services provided by BridgeLight may be offered in a wrap fee structure whereby normal securities transaction costs are included in the overall investment advisory fee paid to BridgeLight.

As the level of trading in a Client's account[s] may vary from year to year, the annual cost to the Client may be more or less than engaging for advisory services where the transactions costs are borne by the Client. The cost of the Wrap Fee Program varies depending on services to be provided be to each Client.

Investment advisory fees for the Wrap Fee Program are based on the following schedule:

<b>Assets Under Management (\$)</b>	<b>Annual Rate (%)</b>
Up to \$500,000	2.25%
\$500,001 to \$1,000,000	2.00%
\$1,000,001 to \$2,500,000	1.75%
\$2,500,001 to \$5,000,000	1.50%
\$5,000,001 to \$10,000,000	1.25%
Over \$10,000,000	Negotiable

Investment advisory fees in the first quarter of service are prorated from the inception date of the account[s] to the end of the first quarter. Fees may be negotiable at the sole discretion of the Advisor. The Client’s fees will take into consideration the aggregate assets under management with Advisor. All securities held in accounts managed by BridgeLight will be independently valued by the designated Custodian. BridgeLight will not have the authority or responsibility to value portfolio securities. Lower fees for comparable services may be available from other sources.

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**Fees**

The Wrap Fee Program includes normal securities trading costs incurred in connection with the discretionary investment management services provided by BridgeLight. Securities transaction fees for Client directed trades are borne by the Client. Please see Item 5.C. – Other Fees and Expenses in the Disclosure Brochure (included with this Wrap Fee Brochure).

**Compensation**

BridgeLight is the sponsor and portfolio manager of this Wrap Fee Program. BridgeLight receives investment advisory fees paid by Clients for investment advisory services covered under this Wrap Fee Program.

**Item 5 – Account Requirements and Types of Clients**

BridgeLight offers investment advisory services to individuals, high net worth individuals, trusts, estates. BridgeLight may impose a minimum annual advisory fee of \$500 per account. We generally charge a minimum fee of \$750 for written financial plans.

**Item 6 – Portfolio Manager Selection and Evaluation**

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**Portfolio Manager Selection**

BridgeLight acts as sponsor and as portfolio manager for this Wrap Fee Program. Advisory services are detailed in Item 4 of the Disclosure Brochure.

**Related Persons**

BridgeLight's Supervised Persons serve as portfolio manager for services under this Wrap Fee Program. BridgeLight does not act as portfolio manager for any third-party wrap fee programs. This may cause a conflict of interest in recommending the Wrap Fee Program. To mitigate this conflict, neither the Advisor nor the Supervised Persons will earn a separate portfolio management fee in connection with any services implemented.

**Supervised Persons**

As noted above, certain Advisory Persons serve as the portfolio manager for the Wrap Fee Program. Please refer to the complete Disclosure Brochure (included with this Wrap Fee Brochure) for details on the services provided by BridgeLight and the Brochure Supplement for the background of the Advisory Persons of BridgeLight.

**Performance-Based Fees**

BridgeLight does not charge performance-based fees for its investment advisory services. The fees charged by BridgeLight are as described in "Item 5 – Fees and Compensation" above and are not based upon the capital appreciation of the funds or securities held by any Client.

BridgeLight does not manage any proprietary investment funds or limited partnerships (for example, a mutual fund or a hedge fund) and has no financial incentive to recommend any particular investment options to its Clients.

**Methods of Analysis**

Please see Item 8 of the Disclosure Brochure (included with this Wrap Fee Brochure) for details on the research and analysis methods employed by the Advisor.

Past performance is not indicative of future results. Therefore, you should never assume that future performance of any specific investment or investment strategy will be profitable. Investing in securities (including stocks, mutual funds and bonds, etc.) involves risk of loss. Further, depending on the different types of investments there may be varying degrees of risk. You should be prepared to bear investment loss including loss of original principal.

Each Client engagement will entail a review of the Client's investment goals, financial situation, time horizon, tolerance for risk and other factors to develop an appropriate strategy for managing a Client's account. Client participation in this process, including full and accurate disclosure of requested information, is essential for the analysis of a Client's account. The Advisor shall rely on the financial and other information provided by the Client or their designees without the duty or obligation to validate the accuracy and completeness of the provided information. It is the responsibility of the Client to inform the Advisor of any changes in financial condition, goals or other factors that may affect this analysis.

The risks associated with a particular strategy are provided to each Client in advance of investing Client accounts. The Advisor will work with each Client to determine their tolerance for risk as part of the portfolio construction process.

Because of the inherent risk of loss associated with investing, our firm is unable to represent, guarantee or even imply that our services and methods of analysis can or will predict future results, successfully identify market tops or bottoms, or insulate you from losses due to market corrections or declines. There are certain additional risks associated with investing in securities through our investment management program, as described below:

- Market Risk – Either the stock market as a whole, or the value of an individual company, goes down resulting in a decrease in the value of client investments.
- Equity (stock) market risk – Common stocks are susceptible to general stock market fluctuations and to volatile increases and decreases in value as market confidence in and perceptions of their issuers change. If you held common stock, or common stock equivalents, of any given issuer, you would generally be exposed to greater risk than if you held preferred stocks and debt obligations of the issuer.
- Company Risk – When investing in stock positions, there is always a certain level of company or industry-specific risk that is inherent in each investment. This can be reduced through appropriate diversification. There is the risk that the company will perform poorly or have its value reduced based on factors specific to the company or its industry. For example, if a company's employees go on strike or the company receives unfavorable media attention for its actions, the value of the company may be reduced.
- Fixed Income Risk – When investing in bonds, there is the risk that the issuer will default on the bond and be unable to make payments. Further, individuals who depend on set amounts of periodically paid income face the risk that inflation will erode their spending power. Fixed-income investors receive set, regular payments that face the same inflation risk.
- Options Risk – Options on securities may be subject to greater fluctuations in value than an investment in the underlying securities. Purchasing and writing put and call options are highly-specialized activities and entail greater than ordinary investment risks.
- ETF and Mutual Fund Risk – When investment in an ETF or mutual fund, you will bear additional expenses based on your pro rata share of the ETF's or mutual fund's operating expenses, including the potential duplication of management fees. The risk of owning an ETF or mutual fund generally reflects the risks of owning the underlying securities the ETF or mutual fund holds. You may also incur brokerage costs when purchasing ETFs.
- Management Risk – Your investment with our firm varies with the success and failure of our investment strategies, research, analysis and determination of portfolio securities. If our investment strategies do not produce the expected returns, the value of the investment will decrease.

## Voting Client Securities

BridgeLight does not accept proxy-voting responsibility for any Client. Clients will receive proxy statements directly from the Custodian. The Advisor will assist in answering questions relating to proxies, however, the Client retains the sole responsibility for proxy decisions and voting.

## **Item 7 – Client Information Provided to Portfolio Managers**

BridgeLight is the sponsor and sole portfolio manager for the Program. The Advisor does not share Client information with other portfolio managers because it is the sole portfolio manager for this Wrap Fee Program. Please also see the BridgeLight Privacy Policy (included after this Wrap Fee Brochure).

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

BridgeLight is a full-service wealth advisory firm. Clients always have direct access to the Portfolio Managers at BridgeLight.

## **Item 9 – Additional Information**

### **Disciplinary Information and Other Financial industry Activities and Affiliations**

#### Disciplinary Information

BridgeLight values the trust you place in us. As we advise all Clients, we encourage you to perform the requisite due diligence on any advisor or service provider with whom you partner. Our backgrounds are on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching by our firm name or our CRD # **154920**. Please see Item 9 of the BridgeLight Disclosure Brochure as well as Item 3 of each Advisory Persons Brochure Supplement (included with this Wrap Fee Brochure).

#### Other Financial Activities and Affiliations

Please see Items 10 and 14 of the BridgeLight Disclosure Brochure as well as Items 4 and 5 of each Advisory Person's Brochure Supplement (included with this Wrap Fee Program Brochure).

#### *Participation in Institutional Advisor Platform*

As disclosed in Item 12 of the Disclosure Brochure, BridgeLight, as a registered investment advisor, participates in institutional programs at various custodians and typically recommends these custodians to Clients for custody and brokerage services. There is no direct link between BridgeLight's participation in these institutional programs and the investment advice it gives to its Clients, although BridgeLight receives economic benefits through its participation in the institutional programs that are typically not available to retail investors. Please see Items 12 and 14.

**Code of Ethics, Review of Accounts, Client Referrals, and Financial Information**

BridgeLight has implemented a Code of Ethics that defines our fiduciary commitment to each Client. This Code of Ethics applies to all persons associated with BridgeLight. Complete details on the BridgeLight Code of Ethics can be found under Item 11 – Code of Ethics, Participation in Client Transactions and Personal Trading in the Disclosure Brochure (included with this Wrap Fee Brochure).

Review of Accounts

Securities in Client accounts are monitored on a regular and continuous basis by Mr. Stringer, Founder and CEO of BridgeLight. Please see Item 13 of the Disclosure Brochure (included with this Wrap Fee Brochure).

Other Compensation

Please see Item 14 – Other Compensation in the Disclosure Brochure (included with this Wrap Fee Brochure) for details on additional compensation that may be received by BridgeLight or their Advisory Persons. The Brochure Supplements for each Advisory Person (also included with this Wrap Fee Program Brochure) provide details on outside business activities and the associated compensation, for all Supervised Person[s] with

BridgeLight.

Client Referrals from Solicitors

BridgeLight does not engage paid solicitors for Client referrals.

Financial Information

Neither BridgeLight, nor its management has any adverse financial situations that would reasonably impair the ability of BridgeLight to meet all obligations to its Clients. Neither BridgeLight, nor any of its advisory persons, has been subject to a bankruptcy or financial compromise. BridgeLight is not required to deliver a balance sheet along with this Disclosure Brochure, as the firm does not collect advance fees of \$1,200 or more for services to be performed six months or more in advance.



## Privacy Policy

Effective Date: July 29, 2016

### Our Commitment to You

BridgeLight Capital LLC ("BridgeLight" or the "Advisor") is committed to safeguarding the use of personal information of our Clients (also referred to as "you" and "your") that we obtain as your Investment Advisor, as described here in our Privacy Policy ("Policy").

Our relationship with you is our most important asset. We understand that you have entrusted us with your private information, and we do everything that we can to maintain that trust. BridgeLight (also referred to as "we", "our" and "us") protects the security and confidentiality of the personal information we have and implements controls to ensure that such information is used for proper business purposes in connection with the management or servicing of our relationship with you.

BridgeLight does not sell your non-public personal information to anyone. Nor do we provide such information to others except for discrete and reasonable business purposes in connection with the servicing and management of our relationship with you, as discussed below.

Details of our approach to privacy and how your personal non-public information is collected and used are set forth in this Policy.

### Why you need to know?

Registered Investment Advisors ("RIAs") must share some of your personal information in the course of servicing your account. Federal and State laws give you the right to limit some of this sharing and require RIAs to disclose how we collect, share, and protect your personal information.

### What information do we collect from you?

Social security or taxpayer identification number	Assets and liabilities
Name, address and phone number(s)	Income and expenses
E-mail address(es)	Investment activity
Account information (including other institutions)	Investment experience and goals

### What Information do we collect from other sources?

Custody, brokerage and advisory agreements	Account applications and forms
Other advisory agreements and legal documents	Investment questionnaires and suitability documents
Transactional information with us or others	Other information needed to service account

### How do we protect your information?

To safeguard your personal information from unauthorized access and use we maintain physical, procedural and electronic security measures. These include such safeguards as secure passwords, encrypted file storage and a secure office environment. Our technology vendors provide security and access control over personal information and have policies over the transmission of data. Our associates are trained on their responsibilities to protect Client's personal information.

We require third parties that assist in providing our services to you to protect the personal information they receive from us.

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<http://bridgelight.com>

### How do we share your information?

An RIA shares Client personal information to effectively implement its services. In the section below, we list some reasons we may share your personal information.

Basis For Sharing	Do we share?	Can you limit?
<b>Servicing our Clients</b> We may share non-public personal information with non-affiliated third parties (such as administrators, brokers, custodians, regulators, credit agencies, other financial institutions) as necessary for us to provide agreed upon services to you, consistent with applicable law, including but not limited to: processing transactions; general account maintenance; responding to regulators or legal investigations; and credit reporting.	Yes	No
<b>Marketing Purposes</b> BridgeLight does not disclose, and does not intend to disclose, personal information with non-affiliated third parties to offer you services. Certain laws may give us the right to share your personal information with financial institutions where you are a customer and where BridgeLight or the client has a formal agreement with the financial institution. <b>We will only share information for purposes of servicing your accounts, not for marketing purposes.</b>	No	Not Shared
<b>Authorized Users</b> Your non-public personal information may be disclosed to you and persons that we believe to be your authorized agent(s) or representative(s).	Yes	Yes
<b>Information About Former Clients</b> BridgeLight does not disclose and does not intend to disclose, non-public personal information to non-affiliated third parties with respect to persons who are no longer our Clients.	No	Not Shared

### Changes to our Privacy Policy

We will send you a copy of this Policy annually for as long as you maintain an ongoing relationship with us.

Periodically we may revise this Policy, and will provide you with a revised policy if the changes materially alter the previous Privacy Policy. We will not, however, revise our Privacy Policy to permit the sharing of non-public personal information other than as described in this notice unless we first notify you and provide you with an opportunity to prevent the information sharing.

### Any Questions?

You may ask questions or voice any concerns, as well as obtain a copy of our current Privacy Policy by contacting us at (480) 270-5240.