



Silver Coast Investments LLC d/b/a PracticeCFO Investments

Form ADV Part 2A – Disclosure Brochure

Effective: March 14, 2023

This Form ADV 2A ("Disclosure Brochure") provides information about the qualifications and business practices of Silver Coast Investments LLC d/b/a PracticeCFO Investments ("PracticeCFO" or the "Advisor"). If you have any questions about the content of this Disclosure Brochure, please contact us at (800) 675-2712.

PracticeCFO is a registered investment advisor with the U.S. Securities and Exchange Commission. 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 PracticeCFO to assist you in determining whether to retain the Advisor.

Additional information about PracticeCFO and its Advisory Persons is available on the SEC's website at www.adviserinfo.sec.gov by searching with the Advisor's firm name or CRD# 167771.

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Item 2 – Material Changes

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 the Advisory Persons of PracticeCFO. For convenience, the Advisor has combined these documents into a single disclosure document.

PracticeCFO believes that communication and transparency are the foundation of its relationship with clients and continually strives to provide you with complete and accurate information at all times. PracticeCFO encourages all current and prospective clients to read this Disclosure Brochure and discuss any questions you may have with the Advisor.

Material Changes

Since the last filing on March 18, 2022, the following material changes were made to the brochure:

- We updated the disclosure language regarding client restrictions in Item 4.

Future Changes

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

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 by searching with the Advisor's firm name or CRD# 167771. You may also request a copy of this Disclosure Brochure at any time, by contacting the Advisor at (800) 675-2712.

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Item 4 – Advisory Services

A. Firm Information

Silver Coast Investments LLC d/b/a PracticeCFO Investments (“PracticeCFO” or the “Advisor”) is a registered investment advisor located with the U.S. Securities and Exchange Commission. The Advisor is organized as a limited liability company (“LLC”) under the laws of California and is a wholly-owned subsidiary of PracticeCFO LLP, which is beneficially owned by Wesley W. Read, CFP®, CPA. PracticeCFO was founded in April 2013 and is operated by President, Wesley W. Read CFP®, CPA and Chief Investment Officer and and Chief Compliance Officer, Brandon W. Hobson, CFA®, CPA. This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by PracticeCFO.

B. Advisory Services Offered

PracticeCFO offers a variety of advisory services to individuals, high net worth individuals, pension and profit sharing plans, charitable organizations, trusts, estates, retirement plans, endowments and corporate accounts (each referred to as a “Client”). Advisory services include strategic personal and business financial planning, investment management, tax and accounting services and insurance planning.

The Advisor serves as a fiduciary to Clients, as defined under the applicable laws and regulations. As a fiduciary, the Advisor upholds a duty of loyalty, fairness and good faith towards each Client and seeks to mitigate potential conflicts of interest. PracticeCFO’s fiduciary commitment is further described in the Advisor’s Code of Ethics. For more information regarding the Code of Ethics, please see Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading.

Financial Planning Services

PracticeCFO will typically provide a variety of financial planning services to individuals, families and business Clients, pursuant to a written Financial Planning Agreement. Services are offered in several areas of a Client’s financial situation, depending on their goals and objectives.

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

Generally, PracticeCFO initiates its services by completing a high-level, but comprehensive, review of their personal and business financial conditions and goals. Once complete, the delivered plan provides the context for the Advisor’s other wealth management services. This process begins by establishing and defining the terms of the relationship between PracticeCFO and the Client. Once the relationship is defined and agreed upon, PracticeCFO will collect and assemble relevant financial planning documents and goal information, which may include assets, liabilities, income, expenses, insurance policies, estate documentation and other appropriate information. PracticeCFO will then analyze the information in order to offer a written set of recommendations that can, if implemented by the Client, increase the likelihood of achieving their financial goals. The Client will have the option to accept, reject, or modify the information.

The effectiveness of the personal financial plan (the “Plan”) will depend largely on the amount and accuracy of information provided to PracticeCFO by the Client. Because the projections used in the Plan, and the accompanying results, are calculated over many years, small changes can create large differences in future results. Consequently, the Plan will not convey any form of assurance on the achievability of those projections or reasonableness of the underlying results. In addition, the Plan does not provide any legal advice. Before making decisions with legal ramifications, Clients should consult appropriate professionals for advice that is specific to their situation.

Any investment recommendations developed as a result of the personal financial plan should be implemented by a licensed investment professional. PracticeCFO does not take any responsibility for the outcome of any specific investment strategy[ies] recommended by other advisors. If the Client wishes to engage PracticeCFO to implement the investment recommendations, PracticeCFO may offer to provide such services under a separate agreement.

Financial planning recommendations pose a conflict between the interests of the Advisor and the interests of the Client. For example, the Advisor has an incentive to recommend that Clients engage the Advisor for investment management services or to increase the level of investment assets with the Advisor, as it would increase the amount of 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 implement the transaction through the Advisor.

Investment Management Services

PracticeCFO provides discretionary investment management services for its Clients. Each engagement commences with a review of the Client's investment goals and objectives as well as risk tolerance and financial situation in order to create a portfolio strategy. PracticeCFO will then construct a portfolio, consisting primarily of exchanged traded-funds ("ETFs") to achieve the Client's investment goals. PracticeCFO may also utilize mutual funds, individual securities or other types of securities to meet the needs of its Clients.

PracticeCFO's investment approach 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. PracticeCFO 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 the acceptance by the Advisor.

We use a hybrid investment management approach that combines passive asset management with tactical asset allocation. Low cost, passive exchange traded funds (ETFs) form the core of our portfolios. Tactical asset allocation may be used to capitalize on market opportunities.

PracticeCFO follows a four-step process to define and monitor Client investment objectives.

STEP 1: Understanding the Client. To begin, the Advisor always starts by developing a Client-specific financial profile. This profile consists of:

1. *Client's goals* – Generally this is obtained through the Advisor's personal financial planning service. If this service is not selected, PracticeCFO will collect baseline information on the purpose and timing of the money being invested.
2. *Client's financial capacity for risk* – PracticeCFO collects information on the Client's financial condition and coupled with their financial goals, helps to determine what level of risk is necessary in order for the Client to meet their established goals.
3. *Client's emotional capacity for risk* – We analyze their emotional and psychological tolerance for market and portfolio volatility.

This information is gathered through various questionnaires, including a questionnaire on the Client's financial goals, circumstances, and feelings toward investment risk. Throughout this process PracticeCFO will assess their level of understanding of financial and investment concepts, such as market returns, different types of investment products, market volatility, and inflation. Collectively, this information provides the context for PracticeCFO to define an appropriate investment objective for the assets the Advisor is engaged to manage for the Client.

STEP 2: Develop an Investment Policy Statement. Once sufficient information about the Client is gathered for purposes of developing an investment objective, PracticeCFO formalizes a plan to deploy the investments in a manner consistent with that objective. This plan includes:

1. A target allocation between equity investments, fixed income investment, and cash. This is the Client's strategic asset allocation.
2. A target allocation between various asset classes within both the equity and fixed income portions of the investment portfolio. This is the Client's tactical allocation.
3. Identification of the investment managers used within each asset class.

4. A review of existing investment holdings, their embedded taxes, any restrictions, and any redemptions fees.
5. The development of specific steps to manage concentrated positions, illiquid investments, stock options, and restricted stock.
6. Timing guidelines for moving their investment assets into the market if they are current in cash.
7. The preparation of a cash distribution plan (if the Client is relying on investment asset for spending needs)
8. The preparation of rebalancing guidelines.

This information, collectively, is assembled into a document, as a matter of best practices, the Investment Policy Statement ("IPS"). This document, along with other potential analyses the Advisor provides, may include certain investment projections. These projections are intended strictly for the use of PracticeCFO. PracticeCFO does not provide any level of assurance of these projections. PracticeCFO believes that markets and investment performance cannot be predicted in the short run and may not repeat itself in the long run. Although the Advisor believes capital markets will continue to offer returns over time to capital investors, PracticeCFO expresses no form of assurance for their investment assets. In other words, *past performance is not a predictor of future performance*.

However, PracticeCFO strongly believes that the Advisor's portfolios are structured to offer Clients a share in broad market returns according to their exposure to those markets. That level of exposure is Client-specific and is documented in the IPS.

STEP 3: Execute the Investment Policy Statement. After the IPS is complete, PracticeCFO executes the policy instructions by selling all securities that are not consistent with the Advisor's target portfolio and use the proceeds to purchase those securities that are. Timing of this transition may be phased according to security restrictions, Client preferences, and tax constraints. Once executed, the Client will be notified and provided a report illustrating that the investment portfolio is consistent with the target portfolio design.

STEP 4: Monitor the Investment Portfolio. PracticeCFO does not attempt to time the market cycles. Please see Item 8 - Methods of Analysis. Instead, PracticeCFO designs a portfolio that maintains its current strategic allocation and adjusts for two reasons only:

1. Shift the portfolio back to its target allocation after market changes have altered the portfolio's allocation.
2. Reconfigure the portfolio to a new strategic allocation that is motivated by changes to a Client's circumstances. Such changes will be documented in an updated IPS.

This method of monitoring the investment portfolio produces greater levels of discipline into the PracticeCFO investment process. It removes many of the behaviorally motivated investment decisions that so often erode long-term investment returns. However, PracticeCFO will not, at any time, restrict Clients from making the investment decision that they ultimately wish to make. Any decisions made by Clients that are inconsistent with the PracticeCFO recommendations will be documented and saved in the Advisor's archives. If the client's decisions are inconsistent with the goals agreed upon or make it impossible to carry out the investment plan outlined in the Investment Policy Statement, PracticeCFO will revisit the advisory relationship.

PracticeCFO Advisory Persons will meet with Clients periodically to review the portfolio holdings and performance. These meetings may be scheduled annually, semi-annually, or if necessary, quarterly. If the Client has also obtained a personal financial plan, from time to time, PracticeCFO will review the investment portfolio in conjunction with the financial plan. Doing so allows PracticeCFO to compare the portfolio returns to those projected in the financial plan and assists in the Advisor's ongoing financial planning reviews and updates.

Lastly, Clients will receive periodic reports, electronically or in paper form, on the portfolio holdings, gains, losses, fees, trading costs, and investment performance. We will also generally coordinate with their tax accountant to reduce taxes where possible and permitted.

PracticeCFO evaluates and selects investments for inclusion in Client portfolios only after applying its internal due diligence process. PracticeCFO may recommend, on occasion, redistributing investment allocations to diversify the portfolio. PracticeCFO may recommend specific positions to increase sector or asset class

weightings. PracticeCFO 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 PracticeCFO accept or maintain custody of a Client's funds or securities, except for the limited authority as outlined in Item 15 – Custody. All Client assets will be managed within their designated account[s] at the Custodian, pursuant to the Client investment management agreement. Please see Item 12 – Brokerage Practices.

Insurance Planning Services

PracticeCFO may offer non-variable life insurance placement services for Clients, as necessary. This service will only take place if deemed appropriate based on the Advisor's review of the Client's financial circumstances. Generally, insurance products are only recommended and placed after a financial plan has been completed and a full review of the Client's risk of loss has taken place. If placed, a life insurance policy will result in a commission paid to an Advisory Person in their separate capacity as an insurance agent executing the transaction. Clients are under no obligation to implement any recommendations made by the Advisor. Please see Item 10 – Other Financial Industry Affiliations and Activities.

Retirement Plan Advisory Services

PracticeCFO provides retirement plan advisory services on behalf of the retirement plans (each a "Plan") and the company sponsor (the "Plan Sponsor"). The Advisor's retirement plan advisory services are designed to assist the Plan Sponsor in meeting its fiduciary obligations to the Plan and its Plan Participants. Each engagement is customized to the needs of the Plan and Plan Sponsor. Services generally include:

- Plan Participant Enrollment and Education Tracking
- Investment Policy Statement ("IPS") Design and Monitoring
- Investment Due Diligence
- Investment Management Services (ERISA 3(38))
- Ongoing Investment Recommendation and Assistance

These services are provided by PracticeCFO serving in the capacity as a fiduciary under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). In accordance with ERISA Section 408(b)(2), the Plan Sponsor is provided with a written description of PracticeCFO's fiduciary status, the specific services to be rendered and all direct and indirect compensation the Advisor reasonably expects under the engagement.

C. Client Account Management

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

- Establishing an Investment Policy Statement – PracticeCFO, in connection with the Client, will develop a strategy for the Client that is targeted to achieve the Client's objectives.
- Asset Allocation – PracticeCFO 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 – PracticeCFO will develop a portfolio for the Client that is intended to meet the stated goals and objectives of the Client.
- Investment Management and Supervision – PracticeCFO will provide investment management and ongoing oversight of the Client's investment portfolio.

D. Wrap Fee Programs

PracticeCFO does not manage or place Client assets into a wrap fee program. Investment management services are provided directly by PracticeCFO.

E. Assets Under Management

As of December 31, 2022, PracticeCFO managed \$194,673,972 in Client assets, \$193,905,292 of which are managed on a discretionary basis and \$768,680 managed on a non-discretionary basis. Clients may request more current information at any time by contacting the Advisor.

Item 5 – Fees and Compensation

The following paragraphs detail the fee structure and compensation methodology for investment management services provided by the Advisor. Each Client shall sign one or more agreements that detail the responsibilities of PracticeCFO and the Client.

A. Fees for Advisory Services

Investment Management Services

Investment management fees are paid quarterly, at the end of each calendar quarter, pursuant to the terms of the investment management agreement. Investment management fees are based on the average daily market value of assets under management during the quarter. Certain legacy Clients may be charged in advance of the quarter under a separate fee schedule. Investment management fees are calculated on a graduated basis, where the first tier is charged at one rate while assets managed in higher tiers are charged a lower rate. Investment management fees are based on the following schedule:

Assets Under Management	Annual Rate (%)
First \$1,000,000	up to 1.25%
Next \$2,000,000	up to 0.85%
Next \$7,000,000	up to 0.55%
Next \$15,000,000	up to 0.40%
Above \$25,000,000	up to 0.30%

The investment management fee in the first quarter of service is 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 the Advisor. PracticeCFO may also offer a lower fee schedule to institutional accounts. All securities held in accounts managed by PracticeCFO will be independently valued by the Custodian. PracticeCFO will not have the authority or responsibility to value portfolio securities.

The Advisor's fee is exclusive of, and in addition to any applicable securities transaction and custody fees, and other related costs and expenses described in Item 5.C, which may be incurred by the Client. However, the Advisor shall not receive any portion of these commissions, fees, and costs.

Financial Planning Services

PracticeCFO offers financial planning services on a fixed fee basis ranging from \$500 to \$5,000 depending on the scope, complexity and duration of the services to be provided. The Client will be provided an estimate of the costs prior to engaging for these services.

Retirement Plan Advisory Services

Fees for retirement plan advisory services are charged an annual asset-based fee of up to 1.00%. Fees may be negotiable depending on the size and complexity of the Plan. Certain existing Clients may have fee schedules that differ from the schedule below. Fees ranges are generally based on the following schedule:

Assets Under Management	Annual Rate
First \$1,000,000	up to 1.25%
Next \$2,000,000	up to 0.85%
Next to \$7,000,000	up to 0.65%
Next to \$15,000,000	up to 0.40%

Above to \$25,000,000	up to 0.30%
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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. The hourly fees are determined after considering many factors, such as the level and scope of the services.

B. Fee Billing

Investment Management Services

Fees will be calculated by the Advisor or its delegate and deducted from the Client's account[s] at the Custodian. At the request of the Client (and acceptance by the Advisor), fees may be invoiced to the Client. The Advisor or its delegate 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 average daily balance (sum of the daily AUM balance of the billing period divided by the number of days in the billing period) multiplied by the annual rate and the billing period factor (number of days in the billing quarter divided by the total number of days in a year (365)) at the end of each quarter. Clients will be provided with a statement, at least quarterly, from the Custodian reflecting deduction of the 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 advisory fees to be deducted by PracticeCFO to be paid directly from their accounts held by the Custodian as part of the investment management agreement and separate account forms provided by the Custodian.

Financial Planning Services

Financial planning fees are invoiced and due upon completion of the agreed upon deliverable[s].

Retirement Plan Advisory Services

Retirement plan advisory fees may be directly invoiced to the Plan Sponsor or deducted from the assets of the Plan, depending on the terms of the retirement plan advisory agreement.

C. Other Fees and Expenses

Clients may incur certain fees or charges imposed by third parties, other than PracticeCFO, in connection with investments made on behalf of the Client's account[s]. The Client is responsible for all securities and custody fees charged by the Custodian, if applicable. The Advisor's recommended Custodian does not charge securities transaction fees for ETF and equity trades in a Client's account, provided that the account meets the terms and conditions of the Custodian's brokerage requirements. However, the Custodian typically charges for mutual funds and other types of investments. The fees charged by PracticeCFO are separate and distinct from these custody and execution fees.

In addition, all fees paid to PracticeCFO for investment advisory services are separate and distinct from the expenses charged by mutual funds and ETFs 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 may be able to invest in these products directly, without the services of PracticeCFO, but would not receive the services provided by PracticeCFO which are designed, among other things, to assist the Client in determining which products or services are most appropriate to 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 PracticeCFO to fully understand the total fees to be paid. Please see Item 12 – Brokerage Practices.

D. Payment of Fees and Termination

Investment Management and Retirement Plan Services

PracticeCFO is compensated for its services at the end of the quarter in which services are rendered. Either party may terminate the investment management agreement with PracticeCFO, at any time, by providing advance written notice to the other party. The Client may also terminate the agreement within five (5) business days of signing the Advisor's investment management 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. The Client shall be responsible for fees up to and including the effective date of termination. Upon termination, the Advisor will refund any unearned, prepaid fees from the effective date of termination to the end of the quarter. The Client's agreement with the Advisor is non-transferable without the Client's prior consent.

Financial Planning Services

PracticeCFO is compensated for its financial planning services upon completion of the engagement deliverable[s]. Either party may terminate a planning agreement, at any time, by providing written notice to the other party. The Client may also terminate the agreement within five (5) business days of signing the Advisor's financial planning 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 actual hours logged on the planning project times the contractual hourly rate or in the case of a fixed fee engagement, the percentage of the engagement scope completed by the Advisor the agreed-upon hourly rate. The Client's investment management agreement with the Advisor is non-transferable without the Client's prior consent.

Retirement Plan Advisory Services

Either party may terminate the retirement plan advisory agreement with PracticeCFO in whole or in part, by providing advance written notice to the other party. Either party may terminate the retirement plan advisory agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the agreement within five (5) business days of signing the Advisor's retirement plan advisor 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. The Advisor will refund any unearned, prepaid retirement plan advisory fees from the effective date of termination to the end of the quarter. The Client's retirement plan advisory agreement with the Advisor is non-transferable without the Client's prior consent.

E. Compensation for Sales of Securities

PracticeCFO does not buy or sell securities and does not receive any compensation for securities transactions in any Client account, other than the investment management fees noted above.

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

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

PracticeCFO 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

PracticeCFO offers investment advisory services to individuals, high net worth individuals, pension and profit sharing plans, charitable organizations, trusts, estates, retirement plans, endowments and corporate accounts. The amount of each type of Client is available on the Advisor's Form ADV Part 1A. These amounts may change over time and are updated at least annually by the Advisor. PracticeCFO generally does not impose a minimum size for establishing a relationship.

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

A. Methods of Analysis

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PracticeCFO's objective is to rely on the body of academic research dating back to the 1950s known as Modern Portfolio Theory ("MPT"). MPT tries to maximize returns and minimize risk by carefully assembling a portfolio of assets with differing economic characteristics. Each set of similar assets (an "asset class") has its own risk and return profile where risk is defined as the amount of volatility in the investment, also known as Standard Deviation. By combining different asset classes whose returns are not correlated, MPT seeks to reduce the total variance of the portfolio while still providing a competitive weighted average return.

PracticeCFO deploys this investment theory primarily using ETFs. In doing so, avoids stock picking and timing, and instead relies on capital market growth to generate portfolio returns. Once PracticeCFO is comfortable that a Client's portfolio is broadly allocated to capital markets, the Advisor's attention turns to reducing costs and taxes.

PracticeCFO reduces costs by selecting investment options that meet the MPT screening requirements and have very low fund internal expenses. PracticeCFO also selects funds with very low turnover in order to reduce trading costs that take place within the funds.

PracticeCFO seeks to reduce taxes by (1) tracking all fund embedded taxes and tax ratios, and (2) by advantageously placing investments between taxable, tax-deferred, and tax-free accounts, where a Client has such accounts. PracticeCFO then follows a buy-and-hold strategy, making portfolio changes primarily to:

1. Shift the portfolio back to its target allocation after market changes have altered the portfolio's allocation.
2. Reconfigure the portfolio to a new strategic allocation that is motivated by changes to a Client's circumstances. Such changes will be document in an updated IPS.

As noted above, PracticeCFO generally employs a long-term investment strategy for its Clients, as consistent with their financial goals. PracticeCFO 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, PracticeCFO 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.

B. Risk of Loss

Investing in securities involves certain investment risks. Securities may fluctuate in value or lose value. Clients should be prepared to bear the potential risk of loss. PracticeCFO will assist Clients in determining an appropriate strategy based on their tolerance for risk and other factors noted above. However, there is no guarantee that a Client will meet their investment goals.

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 in Item 13.

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[s]. 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. Following are some of the risks associated with the Advisor's investment approach:

Market Risks

The value of a Client's holdings may fluctuate in response to events specific to companies or markets, as well as economic, political, or social events in the U.S. and abroad. This risk is linked to the performance of the overall financial markets.

ETF Risks

The performance of an ETF is subject to market risk, including the possible loss of principal. The price of the ETFs will fluctuate with the price of the underlying securities that make up the funds. In addition, ETFs have a trading risk based on the loss of cost efficiency if the ETFs are traded actively and a liquidity risk if the ETFs has a large bid-ask spread and low trading volume. The price of an ETF fluctuates based upon the market movements and may dissociate from the index being tracked by the ETF or the price of the underlying investments. An ETF purchased or sold at one point in the day may have a different price than the same ETF purchased or sold a short time later.

Mutual Fund Risks

The performance of a mutual fund is subject to market risk, including the possible loss of principal. The price of the mutual funds will fluctuate with the value of the underlying securities that make up the funds. The price of a mutual fund is typically set daily therefore a mutual fund purchased at one point in the day will typically have the same price as a mutual fund purchased later that same day.

Past performance is not a guarantee of future returns. Investing in securities and other investments involve a risk of loss that each Client should understand and be willing to bear. Clients are reminded to discuss these risks with the Advisor.

Item 9 – Disciplinary Information

There are no legal, regulatory or disciplinary events involving PracticeCFO or any of its management persons. PracticeCFO values the trust Clients place in the Advisor. The Advisor encourages Clients to perform the requisite due diligence on any advisor or service provider that the Client engages. The backgrounds of the Advisor and its Advisory Persons are on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with the Advisor's firm name or by CRD# 167771.

Item 10 – Other Financial Industry Activities and Affiliations

Insurance Agency Affiliations

Mr. Read is also a licensed insurance professional. Implementations of insurance recommendations are separate and apart from Mr. Reads role with PracticeCFO. As an insurance professional, Mr. Read will receive customary commissions and other related revenues from the various insurance companies whose products are sold. Mr. Read is not required to recommend the products of any particular insurance company. Commissions generated by insurance sales do not offset regular advisory fees. This practice presents a conflict of interest in recommending certain products of the insurance companies. Clients are under no obligation to implement any recommendations made the Advisor or Mr. Read.

Accounting Services

Mr. Read, in a separate capacity, is the President of PracticeCFO LLP d/b/a PracticeCFO ("PracticeCFO"), a tax and accounting firm. Clients of PracticeCFO Investments may be offered tax and accounting services under separate agreement with PracticeCFO. Clients are under no obligation to engage Mr. Read or PracticeCFO. Mr. Read spends approximately half of his time working with Clients on tax and accounting matters. Mr. Read does not have signatory authority over any Client accounts or accounts serviced in his separate capacity with PracticeCFO. Clients are advised that the receipt of additional compensation by Mr. Read for accounting and tax

services poses a potential conflict of interest. Clients are under no obligation to engage Mr. Read or the accounting firm to obtain investment advisory services from PracticeCFO.

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

A. Code of Ethics

PracticeCFO has implemented a Code of Ethics (the “Code”) that defines the Advisor’s fiduciary commitment to each Client. This Code applies to all persons associated with PracticeCFO (“Supervised Persons”). The Code was developed to provide general ethical guidelines and specific instructions regarding the Advisor’s duties to the Client. PracticeCFO and its Supervised Persons owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of PracticeCFO associates 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 ethics and conflicts of interest. To request a copy of the Code, please contact the Advisor at (800) 675-2712.

B. Personal Trading with Material Interest

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

C. Personal Trading in Same Securities as Clients

PracticeCFO allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Owning the same securities that are recommended (purchase or sell) to Clients presents a conflict of interest that, as fiduciaries, must be disclosed to Clients and mitigated through policies and procedures. As noted above, the Advisor has adopted the Code, which addresses insider trading (material non-public information controls); gift and entertainment; outside business activities and personal securities reporting procedures. When trading for personal accounts, Supervised Persons have a conflict of interest if trading in the same securities. The fiduciary duty to act in the best interest of its Clients can 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 PracticeCFO requiring reporting of personal securities trades by its Supervised Persons for review by the Chief Compliance Officer (“CCO”) or delegate. The Advisor has also adopted written policies and procedures to detect the misuse of material, non-public information.

D. Personal Trading at Same Time as Client

While PracticeCFO allows 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 afterward. **At no time, will PracticeCFO or any Supervised Person of PracticeCFO, transact in any security to the detriment of any Client.**

Notice for California residents. PracticeCFO represents that all material conflicts of interest that could affect the judgment or ability to provide unbiased advice by the Advisor or its IARs pursuant to CCR Section 260.238(k) have been disclosed.

Item 12 – Brokerage Practices

A. Recommendation of Custodian[s]

PracticeCFO does not have discretionary authority to select the broker-dealer/custodian for custody and execution services. The Client will engage the broker-dealer/custodian (herein the “Custodian”) to safeguard Client assets and authorize PracticeCFO to direct trades to the Custodian as agreed in the investment

management agreement. Further, PracticeCFO does not have the discretionary authority to negotiate commissions on behalf of Clients on a trade-by-trade basis.

Where PracticeCFO does not exercise discretion over the selection of the Custodian, it may recommend the Custodian to Clients for custody and execution services. Clients are not obligated to use the Custodian recommended by the Advisor and will not incur any extra fee or cost associated with using a custodian not recommended by PracticeCFO. However, the Advisor may be limited in the services it can provide if the recommended Custodian is not engaged. PracticeCFO 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, its reputation, and/or the location of the Custodian's offices.

PracticeCFO will generally recommend that Clients establish their account[s] at Charles Schwab & Co., Inc. ("Schwab"), a FINRA-registered broker-dealer and member SIPC. Schwab will serve as the Client's "qualified custodian." PracticeCFO maintains an institutional relationship with Schwab, whereby the Advisor receives economic benefits from Schwab. Please see Item 14 below.

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

1. Soft Dollars - Soft dollars are revenue programs offered by broker-dealers/custodians whereby an advisor enters into an agreement to place security trades with a broker-dealer/custodian in exchange for research and other services. **PracticeCFO does not participate in soft dollar programs sponsored or offered by any broker-dealer/custodian. However, the Advisor does receive certain economic benefits from Schwab. Please see Item 14 below.**

2. Brokerage Referrals - PracticeCFO does not receive any compensation from any third party in connection with the recommendation for establishing an account.

3. Directed Brokerage - All Clients are serviced on a "directed brokerage basis," where PracticeCFO will place trades within the established account[s] at the Custodian designated by the Client. Further, all Client accounts are traded within their respective 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]). PracticeCFO 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 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 the order, 3) difficulty of execution, 4) confidentiality and 5) skill required of the Custodian. PracticeCFO will execute its transactions through the Custodian as directed by the Client.

PracticeCFO may aggregate orders in a block trade or trades when securities are purchased or sold through the Custodian 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 Clients' accounts.

Item 13 – Review of Accounts

A. Frequency of Reviews

Securities in Client accounts are monitored on a regular and continuous basis by Mr. Hobson, CCO of PracticeCFO. Formal reviews are generally conducted at least annually or more or less frequently depending on the needs of the Client.

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[s]. The Client is encouraged to notify PracticeCFO if changes occur in her personal financial situation that might adversely affect her 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 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

A. Compensation Received by PracticeCFO

PracticeCFO may refer Clients to various third parties to provide certain financial services necessary to meet the goals of its Clients. Likewise, PracticeCFO may receive referrals of new Clients from a third-party.

Participation in Institutional Advisor Platform

PracticeCFO has established an institutional relationship with Schwab through its “Schwab Advisor Services” unit, a division of Schwab dedicated to serving independent advisory firms like PracticeCFO. As a registered investment advisor participating on the Schwab Advisor Services platform, PracticeCFO receives access to software and related support without cost because the Advisor renders investment management services to Clients that maintain assets at Schwab. Services provided by Schwab Advisor Services benefit the Advisor and many, but not all services provided by Schwab will benefit Clients. 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.

Services that Benefit the Client – Schwab's institutional brokerage services include access to a broad range of investment products, execution of securities transactions, and custody of Client's funds and securities. Through Schwab, the Advisor may be able to access certain investments and asset classes that the Client would not be able to obtain directly or through other sources. Further, the Advisor may be able to invest in certain mutual funds and other investments without having to adhere to investment minimums that might be required if the Client were to directly access the investments.

Services that May Indirectly Benefit the Client – Schwab provides participating advisors with access to technology, research, discounts and other services. In addition, the Advisor receives duplicate statements for Client accounts, the ability to deduct advisory fees, trading tools, and back office support services as part of its relationship with Schwab. These services are intended to assist the Advisor in effectively managing accounts for its Clients but may not directly benefit all Clients.

Services that May Only Benefit the Advisor – Schwab also offers other services to PracticeCFO that may not benefit the Client, including educational conferences and events, financial start-up support, consulting services and discounts for various service providers. Access to these services creates a financial incentive for the Advisor to recommend Schwab, which results in a potential conflict of interest. PracticeCFO believes, however, that the selection of Schwab as Custodian is in the best interests of its Clients.

B. Client Referrals from Solicitors

PracticeCFO does not engage paid solicitors for Client referrals.

Item 15 – Custody

Neither PracticeCFO nor the investment adviser representatives will accept or maintain custody of any Client accounts, except for the authorized deduction of the Advisor's fees. Investment Adviser Representatives do not have signatory authority over any Client accounts or accounts serviced in his separate capacity by the accounting firm. All Clients must place their assets with a “qualified custodian.” Clients are required to engage the Custodian to retain their funds and securities and direct PracticeCFO to utilize the Custodian for the Client's security transactions. PracticeCFO encourages Clients to review statements provided by the account custodian. For more information about custodians and brokerage practices, see Item 12 – Brokerage Practices.

If the Client gives the Advisor authority to move money from one account to another account, the Advisor may have custody of those assets. In order to avoid additional regulatory requirements in these cases, the Custodian

and the Advisor have adopted safeguards to ensure that the money movements are completed in accordance with the Client's instructions.

Item 16 – Investment Discretion

PracticeCFO 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 PracticeCFO. 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 management agreement containing all applicable limitations to such authority. All discretionary trades made by PracticeCFO will be in accordance with each Client's investment objectives and goals.

Item 17 – Voting Client Securities

PracticeCFO 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

Neither PracticeCFO, nor its management has any adverse financial situations that would reasonably impair the ability of PracticeCFO to meet all obligations to its Clients. Neither PracticeCFO, nor any of its Advisory Persons, has been subject to a bankruptcy or financial compromise. PracticeCFO is not required to deliver a balance sheet along with this Disclosure Brochure as the Advisor does not collect advance fees of \$500 or more for services to be performed six months or more in the future.

Privacy Policy

Effective: March 29, 2021

Our Commitment to You

Silver Coast Investments LLC d/b/a PracticeCFO Investments ("PracticeCFO" or the "Advisor") is committed to safeguarding the use of your personal information that we have as your investment advisor. PracticeCFO (also referred to as "we", "our" and "us" throughout this notice) 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. Our relationship with you is our most important asset. We understand that you have entrusted us with your private information, and we do everything we can to maintain that trust.

PracticeCFO does not sell your non-public personal information to anyone. Nor do we provide such information to others except for discrete and proper 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 Privacy Policy.

Why you need to know?

Registered Investment Advisors ("RIAs") share some of your personal information. Federal and State laws give you the right to limit some of this sharing. Federal and State laws 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 sources do we collect information from in addition to you?

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 we share your information?

RIAs do need to share personal information regarding its clients to effectively implement the RIA's services. In the section below, we list some reasons we may share your personal information.

Basis for sharing	Sharing	Limitations
Servicing our Clients We may share non-public personal information with non-affiliated third parties (such as brokers, custodians, regulators, credit agencies, other financial institutions) as necessary for us to provide agreed services to you consistent with applicable law, including but not limited to: <ul style="list-style-type: none"> • Processing transactions; • General account maintenance; • Responding to regulators or legal investigations; and • Credit reporting, etc. 	PracticeCFO may share this information.	Clients cannot limit the Advisor's ability to share.
Administrators We may disclose your non-public personal information to companies we hire to help administrate our business. Companies we hire to provide services of this kind are not allowed to use your personal information for their own purposes and are contractually obligated to maintain strict confidentiality. We limit their use of your personal information to the performance of the specific service we have requested.	PracticeCFO may share this information.	Clients cannot limit the Advisor's ability to share.
Marketing Purposes PracticeCFO 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 PracticeCFO or the client has a formal agreement with the financial institution. We will only share information for purposes of servicing your accounts, not for marketing purposes.	PracticeCFO does not share personal information.	Clients cannot limit the Advisor's ability to share.
Authorized Users In addition, your non-public personal information may also be disclosed to you and persons we believe to be your authorized agent[s] or representative[s].	PracticeCFO does share personal information.	Clients can limit the Advisor's ability to share.
Information About Former Clients PracticeCFO 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.	PracticeCFO does not share personal information regarding former clients	Clients can limit the Advisor's ability to share.

How do we protect your information?
To safeguard your personal information from unauthorized access and use, we maintain physical, procedural and electronic safeguards. These include computer safeguards such as passwords, secured files and buildings.
Our employees are advised about PracticeCFO's need to respect the confidentiality of each client's non-public personal information. We train our employees on their responsibilities.

We require third parties that assist in providing our services to you to protect the personal information they receive. This includes contractual language in our third-party agreements.

Changes to our Privacy Policy.

We will send you notice of our Privacy Policy annually for as long as you maintain an ongoing relationship with us.

Periodically we may revise our Privacy 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.

Questions: You may ask questions or voice any concerns, as well as obtain a copy of our current Privacy Policy by contacting us at (800) 675-2712