

# **TGS Financial Advisors**

SEC File Number: 801 – 38963

## **Wrap Fee Program Brochure**

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This brochure provides information about the qualifications and business practices of TGS Financial Advisors. If you have any questions about the contents of this brochure, please contact us at (610) 892-9900 or [peter@tgsfin.com](mailto:peter@tgsfin.com). The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about TGS Financial Advisors is also available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

References herein to TGS Financial Advisors as a “registered investment adviser” or any reference to being “registered” does not imply a certain level of skill or training

## **Item 2           Material Changes**

Since the last annual amendment, Peter Mai has replaced James Hemphill as Chief Compliance Officer.

There has been one material change made to TGS Financial Advisors' Wrap Fee Program Brochure since its last annual updating amendment on March 30, 2022:

- TGS has hired Marvin Barron as Research Director.
- TGS launched a new Aggressive Growth Strategy (see Item 4 below);
- TGS launched Triage (see Item 4 below); and,
- James Hemphill succeeded Terence McPeak as Chief Compliance Officer

**ANY QUESTIONS: TGS's Chief Compliance Officer, Peter Mai, remains available to address them.**

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## **Item 4            Service, Fees, & Compensation**

As discussed below, the Registrant offers discretionary investment advisory services, and financial planning and related consulting services to clients.

### **INITIAL PROPOSAL**

Generally, upon commencement of a relationship, and prior to providing investment advisory services, the Registrant will meet with the client to determine the client's investment objectives, financial planning issues, and other pertinent information. Thereafter, the results of the meeting and corresponding recommendations are set forth in an "Initial Proposal". -see Item 5 below.

### **INVESTMENT ADVISORY SERVICES**

The client can determine to engage the Registrant to provide discretionary investment advisory services as part of the TGS Financial Advisors Wrap Program (the "Program"). Clients in the Program pay a single fee for investment advisory services, brokerage, custody and reporting. (excluding the separate investment management fee charged by sub-advisers such as Marshfield-see below).The specific services a client receives in the Program will depend upon each client's particular need.

The Program's specific services, corresponding and conditions are discussed in the Program Brochure, a copy of which is presented to all prospective Program participants. The Program Brochure is incorporated into this Brochure by reference. All prospective Program participants should read both the Registrant's Brochure and the Wrap Fee Program Brochure and ask any corresponding questions that they may have, prior to participation in the Program. Raymond James Financial Services, Inc. ("*RJFS*") is the custodian for Program accounts.

As indicated in the Program Brochure, participation in the Program may cost more or less than purchasing such services separately. However, the Registrant does not generally offer its services on an unbundled basis. As also indicated in the Wrap Fee Program Brochure, the Program fee charged by Registrant for participation in the Program may be higher or lower than those charged by other sponsors of comparable wrap fee programs.

The Registrant receives the balance of the Program fee after all other costs incorporated into the wrap fee program have been deducted or paid for by the Registrant (i.e., transaction costs). Because Registrant pays transaction fees to RJFS, Registrant has an economic incentive to maximize its compensation by seeking to minimize the number of trades in the client's account. Generally, the Registrant provides its advice without regard to whether it will be required to pay transaction fees.

### **TGS MEDICAL PROFESSIONAL PROGRAM (TRIAGEMD)**

Subsequent to completion of stand-alone financial planning services (see below), Registrant may, in its sole discretion, allow certain qualified clients who are: (1) finalizing their medical studies; (2) have been in a medical practice for approximately three years or less; , and/or (3) any other medical professionals who Registrant deems in its sole discretion to be otherwise qualified to participate in the TGS Medical Professional Program referred to as TriageMD.

Before rendering services under the MPP, qualified clients are required to enter into a separate written agreement with the Registrant setting forth the terms and conditions of the

engagement (including termination), describing the scope of, and fee for the services to be provided, The consulting services. T under the MPP will generally be limited to financial planning issues relevant to new medical professionals. See additional disclosure at Item 5 below.

### **FINANCIAL PLANNING AND CONSULTING SERVICES**

TGS provides financial planning and consulting services primarily on a stand-alone separate fee basis. To the extent desired, the client can engage the Registrant to provide financial planning or consulting services (including investment and non-investment related matters) on a stand-alone separate fee basis (subject to exception at the exclusive discretion of the Registrant). Prior to engaging the Registrant to provide planning or consulting services on a stand-alone basis, clients are generally required to enter into a *Financial Planning and Consulting Agreement* with Registrant setting forth the terms and conditions of the engagement (including termination), describing the scope of the services to be provided, and the portion of the fee that is due from the client prior to Registrant commencing services. Registrant does not serve as a law firm or accounting firm, and no portion of its services should be construed as legal or accounting services. Accordingly, Registrant does not prepare estate planning documents or tax returns. If requested by the client, Registrant may recommend the services of other professionals for implementation purposes. The client is under no obligation to engage the services of any such recommended professional. The client retains absolute discretion over all such implementation decisions and is free to accept or reject any recommendation from the Registrant. If the client engages any recommended professional, and a dispute arises, the client agrees to seek recourse exclusively from the engaged professional. At all times, the engaged licensed professional[s] (i.e., attorney, accountant, insurance agent, etc.), and not Registrant, shall be responsible for the quality and competency of the services provided. Clients are responsible for promptly notifying the Registrant if there is ever any change in their financial situation or investment objectives so that the Registrant can review, and if necessary, revise its previous recommendations or services.

### **MISCELLANEOUS**

**Inclusive Planning Services.** The Registrant believes that it is important for the client to address financial planning issues on an ongoing basis. To the extent that planning services are included in Registrant's advisory fee, as set forth at Item 5 below, Registrant's fee will remain the same regardless of whether or not the client determines to address financial planning issues with Registrant.

**Sub-Advisory Arrangements.** The Registrant may engage sub-advisors, including Marshfield Associates, Inc., for the purpose of assisting the Registrant with the management of its client accounts. The sub-advisors shall have discretionary authority for the day-to-day management of the assets that are allocated to it by the Registrant. The Registrant will continue to monitor and review the client's account performance, investment objectives, and asset allocation. The investment management fee charged by the sub-advisors, including the fee charged by Marshfield Associates, Inc., is in addition to the Registrant's wrap program investment advisory fee discussed at Item 5 below- **ANY QUESTIONS: Registrant's Chief Compliance Officer, Peter Mai, remains available to address any questions that a client or prospective client may have regarding the allocation of account assets to a sub-adviser, including the specific additional fee to be charged by such sub-adviser.**

**Client Obligations.** The Registrant will not be required to verify any information received from the client or from the client's other professionals and is expressly authorized to rely on the information in its possession. Clients are responsible for promptly notifying the Registrant if there is ever any change in their financial situation or investment objectives so that the Registrant can review, and if necessary, revise its previous recommendations or services.

**Aggressive Growth Strategy.** The Registrant offers an actively managed growth strategy comprised of individual exchange enlisted equity securities of smaller, less-followed, less actively traded public companies (the "Strategy"). The Strategy is more aggressive than other portfolios offered by the Registrant, and is suitable for those clients who have a long-term objective, are not adverse to portfolio volatility, and have no need for income from the amount invested. The Strategy could buy put options (an option contract that profits if the underlying stock decreases in value during a specific time-period, there being no assurance that any such contracts will be profitable, in which event the amount paid to purchase the contract will result in a loss). Once the client has agreed to allocate a portion of their investment assets to the Strategy, the Registrant will thereafter manage the Strategy on a discretionary basis. The current annual Program fee ranges from negotiable to 1.50% (per the fee schedule annexed to the Investment Advisory Agreement), depending upon the amount of the Program assets.

**Please Note: Retirement Rollovers-Potential for Conflict of Interest:** A client or prospective client leaving an employer typically has four options regarding an existing retirement plan (and may engage in a combination of these options): (i) leave the money in the former employer's plan, if permitted, (ii) roll over the assets to the new employer's plan, if one is available and rollovers are permitted, (iii) roll over to an Individual Retirement Account ("IRA"), or (iv) cash out the account value (which could, depending upon the client's age, result in adverse tax consequences). If Registrant recommends that a client roll over their retirement plan assets into an account to be managed by Registrant, such a recommendation creates a conflict of interest if Registrant will earn new (or increase its current) compensation as a result of the rollover. If Registrant provides a recommendation as to whether a client should engage in a rollover or not (whether it is from an employer's plan or an existing IRA), Registrant is acting as a fiduciary within the meaning of Title I of the Employee Retirement Income Security Act and/or the Internal Revenue Code, as applicable, which are laws governing retirement accounts. **No client is under any obligation to roll over retirement plan assets to an account managed by Registrant.**

**eMoney.** Registrant may provide its clients with access to an online platform hosted by "eMoney Advisor" ("eMoney"). The eMoney platform allows a client to view their complete asset allocation, including those assets that Registrant does not manage (the "Excluded Assets"). Registrant does not provide investment management, monitoring, or implementation services for the Excluded Assets. Therefore, Registrant shall not be responsible for the investment performance of the Excluded Assets. The client or their other advisors that maintain trading authority, and not the Registrant, shall be exclusively responsible for the investment performance of the Excluded Assets. In addition, eMoney also provides access to other types of information, including financial planning concepts, which should not, in any manner whatsoever, be construed as services, advice or recommendations provided by Registrant. Registrant does not provide investment management, monitoring or implementation services for the Excluded Assets. If Registrant is asked to make a recommendation as to any Excluded Assets, the client is under

absolutely no obligation to accept the recommendation, and Registrant shall not be responsible for any implementation error (timing, trading, etc.) relative to the Excluded Assets. The client may engage Registrant to provide investment management services for the Excluded Assets pursuant to the terms and conditions of the *Investment Advisory Agreement* between Registrant and the client. Finally, Registrant shall not be held responsible for any adverse results a client may experience if the client engages in financial planning or other functions available on the eMoney platform without Registrant's assistance or oversight.

**Please Note-Use of Mutual and Exchange Traded Funds:** Registrant utilizes mutual funds and exchange traded funds for its client portfolios. In addition to Registrant's investment advisory fee described below, and transaction and/or custodial fees discussed above, clients will also incur, relative to all mutual fund and exchange traded fund purchases, charges imposed at the fund level (e.g. management fees and other fund expenses).

**Please Note: Cash Positions.** Registrant continues to treat cash as an asset class. As such, unless determined to the contrary by Registrant, all cash positions (money markets, etc.) shall continue to be included as part of assets under management for purposes of calculating Registrant's advisory fee. At any specific point in time, depending upon perceived or anticipated market conditions/events (there being no guarantee that such anticipated market conditions/events will occur), Registrant may maintain cash positions for defensive purposes. In addition, while assets are maintained in cash, such amounts could miss market advances. Depending upon current yields, at any point in time, Registrant's advisory fee could exceed the interest paid by the client's money market fund.

**Custodian Charges-Additional Fees.** As discussed below at Item 12 below, when requested to recommend a broker-dealer/custodian for client accounts, Registrant generally recommends that Raymond James Financial Services, Inc. ("RJFS") serve as the broker-dealer/custodian for client investment management assets. Broker-dealers such as RJFS charge brokerage commissions, transaction, and/or other type fees for effecting certain types of securities transactions (i.e., including transaction fees for certain mutual funds, and mark-ups and mark-downs charged for fixed income transactions, etc.). The types of securities for which transaction fees, commissions, and/or other type fees (as well as the amount of those fees) shall differ depending upon the broker-dealer/custodian. While certain custodians, including RJFS, generally (with the potential exception for large orders) do not currently charge fees on individual equity transactions (including ETFs), others do. Please Note: there can be no assurance that RJFS will not change their transaction fee pricing in the future. Please Also Note: RJFS may also assess fees to clients who elect to receive trade confirmations and account statements by regular mail rather than electronically. Tradeaways: When beneficial to the client, individual fixed-income and/or equity transactions may be effected through broker-dealers with whom Registrant and/or the client have entered into arrangements for prime brokerage clearing services, including effecting certain client transactions through other SEC registered and FINRA member broker-dealers (in which event, the client generally will incur both the transaction fee charged by the executing broker-dealer and a "trade-away" fee charged by RJFS. The above fees/charges are in addition to Registrant's investment advisory fee at Item 5 below. Registrant does not receive any portion of these fees/charges.

**Portfolio Activity.** Registrant has a fiduciary duty to provide services consistent with the client's best interest. Registrant will review client portfolios on an ongoing basis to

determine if any changes are necessary based upon various factors, including, but not limited to, investment performance, market conditions, fund manager tenure, style drift, account additions/withdrawals, and/or a change in the client's investment objective. Based upon these factors, there may be extended periods of time when Registrant determines that changes to a client's portfolio are unnecessary. Clients remain subject to the fees described in Item 5 below during periods of portfolio inactivity. Of course, as indicated below, there can be no assurance that investment decisions made by the Registrant will be profitable or equal any specific performance level(s).

**Cash Sweep Accounts.** Account custodians generally require that cash proceeds from account transactions or cash deposits be swept into and/or initially maintained in the custodian's sweep account. The yield on the sweep account is generally lower than those available in money market accounts. To help mitigate this issue, Registrant shall generally purchase a higher yielding money market fund available on the custodian's platform with cash proceeds or deposits, unless Registrant reasonably anticipates that it will utilize the cash proceeds during the subsequent 30-day period to purchase additional investments for the client's account. Exceptions and/or modifications can and will occur with respect to all or a portion of the cash balances for various reasons, including, but not limited to, the amount of dispersion between the sweep account and a money market fund, an indication from the client of an imminent need for such cash, or the client has a demonstrated history of writing checks from the account.

**Cybersecurity Risk.** The information technology systems and networks that Registrant and its third-party service providers use to provide services to Registrant's clients employ various controls, which are designed to prevent cybersecurity incidents stemming from intentional or unintentional actions that could cause significant interruptions in Registrant's operations and result in the unauthorized acquisition or use of clients' confidential or non-public personal information. Clients and Registrant are nonetheless subject to the risk of cybersecurity incidents that could ultimately cause them to incur losses, including for example: financial losses, cost and reputational damage to respond to regulatory obligations, other costs associated with corrective measures, and loss from damage or interruption to systems. Although Registrant has established its systems to reduce the risk of cybersecurity incidents from coming to fruition, there is no guarantee that these efforts will always be successful, especially considering that Registrant does not directly control the cybersecurity measures and policies employed by third-party service providers. Clients could incur similar adverse consequences resulting from cybersecurity incidents that more directly affect issuers of securities in which those clients invest, broker-dealers, qualified custodians, governmental and other regulatory authorities, exchange and other financial market operators, or other financial institutions.

The Registrant shall provide investment advisory services specific to the needs of each client. Prior to providing investment advisory services, an investment adviser representative will ascertain each client's investment objective(s). Thereafter, the Registrant shall allocate and/or recommend that the client allocate investment assets consistent with the designated investment objective(s). The client may, at any time, impose reasonable restrictions, in writing, on the Registrant's services.

The Registrant only provides services through wrap fee programs. The Registrant receives a portion of the wrap fee after the payment of trading and administrative expenses.

As of December 31, 2022, the Registrant had \$296,470,582 in assets under management on a discretionary basis and \$15,716,201 on a non-discretionary basis.

## **Fees and Compensation**

Below is information about the fees charged by TGS:

### **INITIAL PROPOSAL**

The cost of the Initial Proposal generally ranges between \$2,500 and \$5,000, but may exceed this range depending upon the level and scope of the client's anticipated needs and requirements.

### **TGS FINANCIAL ADVISORS WRAP PROGRAM FEE**

Under the Program, the Registrant is able to offer participants discretionary investment management services, for a single specified annual Program fee, inclusive of trade execution, custody, reporting, and investment management fees. The current annual Program fee ranges from negotiable to 1.50% (per the fee schedule annexed to the Investment Advisory Agreement), depending upon the amount of the Program assets. *See* additional disclosure at Item 7 below.

**Wrap Program Conflict.** Participation in the Program may cost more or less than purchasing such services separately. The fee that we charge for participation in the Program may be higher or lower than those charged by other sponsors of comparable wrap fee programs. When managing a client's account on a wrap fee basis, we shall receive as payment for our investment advisory services, the balance of the wrap fee after all wrap-fee costs (including account transaction fees) have been deducted. Accordingly, we have a conflict of interest because we have an economic incentive to maximize our compensation by seeking to minimize the number of transactions/total costs in the client's account. **ANY QUESTIONS: Registrant's Chief Compliance Officer, Peter Mai, remains available to address any questions that a client or prospective client may have regarding the corresponding conflict of interest a wrap fee arrangement may create.**

### **TGS MEDICAL PROFESSIONAL WRAP PROGRAM FEES**

As indicated at Item 4 above, subsequent to completion of an initial stand-alone financial planning engagement, a qualified client who determines to engage Registrant to provide services under the MPP, is required to enter into a separate written agreement with Registrant setting forth the terms and conditions of the engagement (including termination), describing the scope of, and fee for, the services to be provided. The consulting services offered under the MPP will generally be limited to financial planning issues relevant to new medical professionals. No client is obligated to engage the Registrant for MPP subsequent to completion of the initial planning engagement. The current annual MPP fee will be \$5,000, \$4,000 and \$3,000 in years 1, 2, 3 respectively. Clients may only engage in the MPP for a period of three years. Thereafter, the MPP Agreement will terminate as to each client, who will then be obligated to execute a new investment advisory agreement with Registrant to provide ongoing services should they so desire.

### **FINANCIAL PLANNING AND CONSULTING SERVICES (STAND-ALONE)**

Registrant's planning and consulting fees are negotiable, but generally range from \$1,000 to \$10,000 on a fixed fee basis, depending upon the level and scope of the service(s) required and the professional(s) rendering the service(s).

Clients may elect to have the Registrant's advisory fees deducted from their custodial account. Both Registrant's *Investment Advisory Agreement* and the custodial/clearing agreement may authorize the custodian to debit the account for the amount of the Registrant's investment advisory fee and to directly remit that management fee to the Registrant in compliance with regulatory procedures. In the limited event that the Registrant bills the client directly, payment is due upon receipt of the Registrant's invoice. The Registrant shall deduct fees and/or bill clients quarterly in advance, based upon the market value of the assets on the last business day of the previous quarter.

As discussed below, unless the client directs otherwise or an individual client's circumstances require, the Registrant generally recommends that *RJFS* serve as the broker-dealer and custodian for client investment management assets. Broker-dealers such as *RJFS* charge brokerage commissions and/or transaction fees for effecting certain securities transactions (i.e., transaction fees are charged for certain no-load mutual funds and fixed income securities transactions).

Registrant's annual investment advisory fee shall be prorated and paid quarterly, in advance, based upon the market value of the assets on the last business day of the previous quarter. The Registrant does not charge for intra-quarter additions, nor reimburse for intra quarter withdrawals relative to existing client accounts.

The *Investment Advisory Agreement* between the Registrant and the client will continue in effect until terminated by either party by written notice in accordance with the terms of the *Investment Advisory Agreement*. Upon termination, the Registrant shall refund the prorated portion of the advanced advisory fee paid based upon the number of days remaining in the billing quarter.

**Fee Dispersion.** Registrant, in its discretion, may charge a lesser investment advisory fee, charge a flat fee, waive its fee entirely, or charge fee on a different interval, based upon certain criteria (i.e. anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, complexity of the engagement, anticipated services to be rendered, grandfathered fee schedules, employees and family members, courtesy accounts, competition, negotiations with client, etc.). Please Note: As result of the above, similarly situated clients could pay different fees. In addition, similar advisory services may be available from other investment advisers for similar or lower fees. **ANY QUESTIONS: Registrant's Chief Compliance Officer, Peter Mai, remains available to address any questions that a client or prospective client may have regarding advisory fees.**

**Margin Accounts: Risks.** Registrant does not recommend the use of margin for investment purposes. A margin account is a brokerage account that allows investors to borrow money to buy securities and/or for other non-investment borrowing purposes. The broker/custodian charges the investor interest for the right to borrow money and uses the securities as collateral. By using borrowed funds, the customer is employing leverage that will magnify both account gains and losses. Please Note: The use of margin can cause significant adverse financial consequences in the event of a market correction.

Neither the Registrant, nor its representatives accept compensation from the sale of securities or other investment products.

## Performance-Based Fees and Side-by-Side Management

Neither the Registrant nor any supervised person of the Registrant accepts performance-based fees.

### Item 5           Types of Clients

The Registrant's clients can include individuals, business entities, trusts, estates, charitable organizations, and pension and profit sharing plans. Registrant, in its discretion, may charge a lesser investment advisory fee, charge a flat fee, waive its fee entirely, or charge fee on a different interval, based upon certain criteria (i.e. anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, complexity of the engagement, anticipated services to be rendered, grandfathered fee schedules, employees and family members, courtesy accounts, competition, negotiations with client, etc.). Please Note: As result of the above, similarly situated clients could pay different fees. In addition, similar advisory services may be available from other investment advisers for similar or lower fees. **ANY QUESTIONS: Registrant's Chief Compliance Officer, Peter Mai, remains available to address any questions that a client or prospective client may have regarding advisory fees.**

### Item 6           Portfolio Manager Selection and Evaluation

- A. The Registrant may engage sub-advisors, including Marshfield Associates, Inc., to assist with the management of its client accounts. The sub-advisor(s) shall have discretionary authority for the day-to-day management of the assets that are allocated to it by the Registrant. The sub-advisor shall continue in such capacity until such arrangement is terminated or modified by the Registrant. The Registrant will render ongoing and continuous advisory services to the client relative to the monitoring and review of account performance, client investment objectives, and asset allocation. Factors which the Registrant shall consider in recommending sub-advisers include the client's designated investment objective(s), and the sub-adviser's management style, performance, reputation, financial strength, reporting, pricing, and research. The investment management fee charged by the Sub-Advisors, including Marshfield Associates, Inc., is separate from, and in addition to, the Registrant's investment advisory fee.
- B. The Registrant acts as the portfolio manager for the Program and MPP. Inasmuch as the execution costs for transactions effected in the client account will be paid by the Registrant, a conflict of interest arises in that the Registrant has a disincentive to trade securities in the client account.

As the sponsor of the Program, the Registrant shall be responsible for the primary management of the Program, including the selection and termination of all sub-advisers. Once selected, sub-advisers shall be responsible for day-to-day management and selection of securities for the account.

- C. As discussed above, additional information about the Registrant's other offerings, and its methods of analysis, investment strategies, brokerage practices, code of ethics, and other

practices relating to the Program are described in greater detail in its Brochure. All prospective Program participants should read both the Registrant's Brochure and this Program Brochure, and ask any corresponding questions that they may have, prior to participation in the Program.

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

The Registrant shall be the portfolio manager for the Program and MPP. The Registrant shall provide investment advisory services specific to needs of each client. Prior to providing investment advisory services, an investment adviser representative will discuss with each client, their particular investment objective(s). The Registrant shall allocate each client's investment assets consistent with their designated investment objective(s). Clients may, at any time, impose restrictions, in writing, on the Registrant's services.

As indicated above, each client is advised that it remains his/her/its responsibility to promptly notify the Registrant if there is ever any change in his/her/its financial situation or investment objectives for the purpose of reviewing/evaluating/revising Registrant's previous recommendations and/or services.

To the extent the Program utilizes sub-advisers, the Registrant shall provide the sub-advisers with each client's particular investment objective(s). Any changes in the client's financial situation or investment objectives reported by the client to the Registrant shall be communicated to the sub-adviser within a reasonable period of time.

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

The client shall have, without restriction, reasonable access to the Program's portfolio manager.

## **Item 9            Additional Information**

### **A. DISCIPLINARY INFORMATION – RESPONSIVE TO FORM ADV PART 2A, ITEM 9**

The Registrant has not been the subject of any disciplinary actions.

### **OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS – RESPONSIVE TO FORM ADV PART 2A, ITEM 10**

Neither the Registrant, nor its representatives, are registered or have an application pending to register, as a broker-dealer or a registered representative of a broker-dealer.

Neither the Registrant, nor its representatives, are registered or have an application pending to register, as a futures commission merchant, commodity pool operator, a commodity trading advisor, or a representative of the foregoing.

**Insurance License:** The Registrant's Managing Director, James S. Hemphill, in his separate individual capacity, is a licensed insurance agent. Mr. Hemphill maintains his

license solely for the purpose of providing insurance-related consulting services to firm clients consistent with applicable state law requirements. Mr. Hemphill does not sell, nor does he offer to sell, any insurance-related products, nor does he receive any insurance-based commission compensation.

**B. CODE OF ETHICS, PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS, AND PERSONAL TRADING – RESPONSIVE TO FORM ADV PART 2A, ITEM 11**

Clients and prospective clients should review Item 11 of the Registrant's Brochure for information about its Code of Ethics and for more information about its employees' trading practices.

**REVIEW OF ACCOUNTS – RESPONSIVE TO FORM ADV PART 2A, ITEM 13**

For Program accounts, reviews are conducted on an ongoing basis by the Registrant's Principals and/or Representatives. All clients are advised that it remains their responsibility to advise the Registrant of any changes in their investment objectives and/or financial situation. All clients (in person or via telephone) are encouraged to review financial planning issues (to the extent applicable), investment objectives and account performance with the Registrant on an annual basis.

The Registrant *may* conduct account reviews on an other-than-periodic basis upon the occurrence of a triggering event, such as a change in client investment objectives and/or financial situation, market corrections, or client request.

Clients are provided, at least quarterly, with written transaction confirmation notices and regular written summary account statements directly from the broker-dealer/custodian and/or program sponsor for the client accounts. The Registrant may also provide a written periodic report summarizing account activity and performance.

**CLIENT REFERRALS AND OTHER COMPENSATION – RESPONSIVE TO FORM ADV PART 2A, ITEM 14**

Clients and prospective clients should review Item 12 of the Registrant's Brochure for information about the Registrant's relationship with RJFS and its receipt of certain benefits from RJFS.

The Registrant does not compensate, directly or indirectly, any person, other than its representatives, for client referrals.

**FINANCIAL INFORMATION – RESPONSIVE TO FORM ADV PART 2A, ITEM 18**

The Registrant does not solicit fees of more than \$1,200, per client, six months or more in advance. The Registrant is unaware of any financial condition that is reasonably likely to impair its ability to meet its contractual commitments relating to its discretionary authority over certain client accounts. The Registrant has not been the subject of a bankruptcy petition.

**ANY QUESTIONS: The Registrant's Chief Compliance Officer, Peter Mai, remains available to address any questions that a client or prospective client may have regarding the above disclosures and arrangements.**