

## Item 1 – Cover Page

The Affinity Group, LLC  
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December 11, 2023

This Brochure provides information about the qualifications and business practices of The Affinity Group, LLC (“Affinity”). If you have any questions about the contents of this Brochure, please contact us at (518) 776-1140. 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.

Affinity is a registered investment adviser. Registration of an Investment Adviser does not imply any level of skill or training. The oral and written communications of an Adviser provides you with information about which you determine to hire or retain an Adviser.

Additional information about Affinity also is available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). You can search this site by a unique identifying number, known as a CRD number. The CRD number for Affinity is 283819.

## Item 2 – Material Changes

This Item of the Brochure will discuss only specific material changes that are made to the Brochure since the last annual update and provide clients with a summary of such changes. This amendment reflects the following changes:

- Our new website address has been added.

We will further provide you with a new Brochure as necessary based on changes or new information, at any time, without charge.

Currently, our Brochure may be requested by contacting Nicholas Preddice, Member & CCO, at (518) 776-1271.

Additional information about Affinity is also available via the SEC's web site [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). The SEC's web site also provides information about any persons affiliated with Affinity who are registered, or are required to be registered, as investment adviser representatives of Affinity.

(Brochure Date: 12/11/2023)

(Date of Most Recent Annual Updating Amendment: 02/08/2023)

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## **Item 4 – Advisory Business**

The Affinity Group, LLC (“Affinity”) is owned by Gary Sancilio and Nicholas S. Preddice. The predecessor firm, Affinity BST Advisors, LLC has been providing advisory services since June 2016.

As of July 31, 2023, Affinity managed \$156,702 on a discretionary basis and \$0 on a nondiscretionary basis.

### **Use of Independent Managers**

Affinity has retained the following third-party sub-adviser (“Independent Managers”) to provide discretionary advisory services to its clients:

Affinity has retained Buckingham Strategic Partners to act as a sub-advisor for certain client accounts. Buckingham Strategic Partners shall provide various model asset allocation portfolios (each a “Portfolio”, collectively “Portfolios”) for selection by Affinity. Each Portfolio strives to achieve long-term risk and return objectives through diversification among multiple asset classes using investment options available to Buckingham Strategic Partners, which may include, but are not limited to, mutual funds and/or exchange traded funds from Dimensional Fund Advisors LP, Bridgeway Capital Management, Inc., AQR Capital Management, LLC, The Vanguard Group, Inc., Stoneridge Asset Management, LLC or other providers selected by Buckingham Strategic Partners.

Each Portfolio is designed to meet a particular investment goal which Affinity has determined is suitable based on the client's circumstances. Once the appropriate Portfolio(s) has been determined, the Portfolio will continuously be managed based on the portfolio's goal and Buckingham Strategic Partners will have the discretionary authority to manage the Portfolio(s), including rebalancing. However, Affinity, on behalf of its client, will have the opportunity to place reasonable restrictions on the types of investments to be held in the portfolio. Should material life events occur, clients should immediately contact Affinity to determine if changes to an account and the allocation of the assets held in the account are necessary.

Pursuant to its discretionary authority, Affinity can also recommend fixed income portfolios to investment management clients, which consist of managed accounts of individual bonds. Affinity will request discretionary authority within the Investment Advisory Agreement from clients to manage fixed income portfolios, including the discretion to retain an Independent Manager. The Independent Manager will monitor the account for changes in credit ratings, security call provisions, and tax loss harvesting

opportunities (to the extent that the manager is provided with cost basis information). They will obtain Affinity's consent prior to the sale of any client securities.

In addition to Buckingham Strategic Partners, Affinity also recommends Brinker Capital Investments ('Brinker') and Altium Wealth Management for discretionary advisory services. Independent Managers provides a multi-class investment strategy and develops various investment models for clients' consideration. Clients will sign a separate agreement with Brinker and Altium for advisory services and will be provided with the Independent Manager's Form ADV disclosure documents which further outline their business and separate fees.

On an ongoing basis, Affinity will answer clients' inquiries regarding their accounts and review periodically with clients the performance of their accounts. Affinity will periodically, and at least annually, review clients' investment policy, risk profile and discuss the re-balancing of each client's accounts to the extent appropriate. Affinity will provide to the Independent Manager any updated client financial information or account restrictions necessary for investment manager to provide sub-advisory services.

In addition to managing the client's investment portfolio, Affinity can consult with clients on various financial areas including income and estate tax planning, business sale structures, college financial planning, retirement planning, insurance analysis, personal cash flow analysis, establishment and design of retirement plans and trust designs, among other things.

### **Employee Benefit Plan Services:**

Affinity also provides 3(21) advisory services to participant-directed employee retirement benefit plans. Affinity primarily provides participant education about saving for retirement and the investment options available in the plan. Affinity partners with Buckingham Strategic Partners who act as the 3(38) fiduciary. Buckingham Strategic Partners will analyze the plan's current investment platform and assist the plan in creating an investment policy defining the types of investments to be offered and the restrictions that may be imposed. BSP will recommend investment options to achieve the plan's objectives, provide participant education meetings, and monitor the performance of the plan's investment vehicles. BSP will recommend changes in the plan's investment vehicles as may be appropriate from time to time. BSP generally will review the plan's investment vehicles and investment policy as necessary.

Affinity will continue to work with plans to monitor plan investments, provide fiduciary plan advice including regular considerations of the goals and objectives of the plan, and provide participant education services to the plan.

Retirement plan clients will engage both Affinity and Buckingham Strategic Partners, LLC. Buckingham Strategic Partners, LLC will provide to the client additional discretionary investment management services and will exercise discretionary authority to select the plan investments made available to the plans' participants by selecting and maintain the plans' investments according to the goals and investment objectives of the plan.

### **Financial Planning & Consulting Services**

Affinity offers different levels of financial planning and consulting services to help clients identify, prioritize and work towards their goals and objectives. Our consulting services give clients the ability to receive a broad range of financial advice and services. Our process starts with an extensive review of a client's family situation, which includes assets and liabilities as well as estate, tax, and insurance needs. We then employ a risk tolerance and risk capacity-focused simulation to get a detailed cash flow analysis and proposed asset allocation. This information is analyzed to develop a proposed financial plan, which is designed to be dynamic in nature, ever-evolving due to life changes, along with changes in cash flow needs, risk tolerance, time horizon, or investment objectives.

Affinity's financial planning and consulting services may include any or all of the following services: Business Planning, Cash Flow Forecasting, Trust and Estate Planning, Financial Planning, Insurance Planning, Charitable Planning, Tax Planning, Risk Management, or Retirement Plan Consulting.

While each of these services is available on a stand-alone basis, certain of them may also be rendered in conjunction with investment portfolio management services, as part of a comprehensive wealth management engagement. In performing these services, Affinity is not required to verify any information received from the client or from the client's other professionals (e.g., attorneys, accountants, etc.), and is expressly authorized to rely on such information. We may recommend clients engage the firm for additional related services, or we may recommend other professionals to implement our recommendations. This creates a conflict of interest because the firm will have an incentive to recommend additional services based on the compensation to be received, rather than solely based on your needs, and in some cases, based on the prospect of cross-referrals of advisory clients from the other professional or his or her firm.

Implementation of financial planning recommendations is entirely at your discretion. You have complete freedom in selecting a financial adviser to assist you with implementing the recommendations made in your financial plan and are under no obligation to act on the advice of Affinity. Financial planning recommendations are of a generic nature and are not limited to any specific product or service offered by a broker dealer or insurance company. Should you choose to implement the recommendations contained in the plan, Affinity suggests you work closely with your attorney, accountant and/or insurance agent.

Affinity will act solely in its capacity as a registered investment adviser and does not provide any legal, accounting or tax advice. You should seek the counsel of a qualified accountant and/or attorney when necessary. As part of our advisory services, we may assist clients with tax harvesting and will work with the client's tax specialist to answer any questions related to the client's portfolio.

## **Item 5 – Fees and Compensation**

In certain circumstances, all fees, and their applications to family circumstances may be negotiable.

Affinity has contracted with Buckingham Strategic Partners, LLC, for services including trade processing, collection of management fees, record maintenance, report preparation, marketing assistance, and research. Affinity has also contracted with Buckingham Strategic Partners, LLC for sub-advisory services with respect to Clients' accounts. Affinity pays a fee for Buckingham Strategic Partners, LLC services based on management fees paid to Affinity on accounts that use Buckingham Strategic Partners, LLC. The fee paid by Affinity to Buckingham Strategic Partners, LLC consists of a portion of the fee paid by clients to Affinity and varies based on the total client assets administered through Buckingham Strategic Partners, LLC. These fees are not separately charged to advisory clients.

The specific manner in which fees are charged by Affinity is established in a client's written agreement with Affinity. Investment Management and Employee Benefit Plan clients will be charged in advance at the beginning of each calendar quarter based upon the value (market value based on independent third party sources or fair market value in the absence of market value; client account balances on which Affinity calculates fees may vary from account custodial statements based on independent valuations and other accounting variances, including mechanisms for including accrued interest in account statements) of the client's account at the end of the previous quarter. New accounts are charged a prorated fee for the remainder of the quarter in which the account is incepted (date of first trade).

For Investment Management and Employee Benefit Plan Services, Affinity will request authority from the client to receive quarterly payments directly from the client's account held by an independent custodian. Clients may provide written limited authorization to Affinity or its designated service provider, Buckingham Strategic Partners, LLC, to withdraw fees from the account. Clients will receive custodial statements showing the advisory fees debited from their account(s). Certain third-party administrators will calculate and debit Affinity's fee and remit such fee to Affinity.

A client agreement may be canceled at any time, by either party, for any reason upon receipt of 30 days written notice. Upon termination of any account, any prepaid, unearned fees will be promptly refunded.

Affinity's fees are exclusive of the Independent Manager fees, brokerage commissions, transaction fees, and other related costs and expenses which shall be incurred by the client. Clients may incur certain charges imposed by custodians, brokers, third party investment and other third parties such as fees charged by managers, custodial fees, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions. Mutual funds and exchange traded funds also charge internal management fees, which are disclosed in a fund's prospectus. These fees will generally include a management fee and other fund expenses. All fees paid to Affinity for investment advisory services are separate and distinct from the fees and expenses charged by mutual funds and ETFs to their shareholders.

Such charges, fees and commissions are exclusive of and in addition to Affinity's fee, and Affinity shall not receive any portion of these commissions, fees, and costs.

### **Advisory Fees**

**Investment Management Services:** The annual fee for investment management services will be charged as a percentage of assets under management, according to the schedule below:

<b>Assets under management</b>	<b>Annual Fee (%)</b>
On the first \$1,000,000	1.00%
On the next \$1,000,000	0.80%
On the next \$1,000,000	0.65%
On the next \$2,000,000	0.45%
On all amounts thereafter	0.35%



All accounts for members of the client's family (husband, wife and dependent children) or related businesses may be assessed fees based on the total balance of all accounts.

Certain pre-existing investment management services clients may be on a different fee schedule.

**Employee Benefit Plan Services:** The annual fee for plan services will be charged as a percentage of assets within the plan.

<b>Assets Under Management</b>	<b>Buckingham Strategic Partners, LLC's Annual Fee</b>	<b>Affinity's Annual Fee</b>	<b>Total Fee</b>
On the first \$1,000,000	0.20%	0.70%	0.90%
On the next \$4,000,000	0.15%	0.45%	0.60%
On the next \$5,000,000	0.08%	0.25%	0.33%
On all amounts above \$10,000,000	0.05%	0.15%	0.20%

Certain pre-existing employee benefit plan services clients may be on a different fee schedule.

#### **Fixed Income Only Fee Schedule**

<b>Assets under management</b>	<b>Annual Fee (%)</b>
First \$3 million	0.40%
Next \$5 million up to \$8 million	0.35%
Next \$7 million up to \$15 million	0.30%
Amounts over \$15 million	0.25%

All accounts for members of the client's family (husband, wife and dependent children) or related businesses may be assessed fees based on the total balance of all accounts.

#### **Financial Planning and Consulting Fees**

For ongoing financial planning and consulting services, the fees are also negotiated but generally range from \$2,000 to \$25,000 per year, depending on, among other things, the complexity of the work to be performed and the professional rendering the financial planning or consulting services. The terms and conditions of the financial planning and/or consulting engagement are set forth in the signed agreement and Affinity generally collects the fees payable upon execution of the agreement or completion of the agreed upon services.

## **Selection of Other Independent Managers**

Fees for other Independent Managers used to manage all or a portion of a client's account are set forth by the Independent Manager and are in addition to Affinity's fees. Clients should refer to the Independent Manager's advisory agreement and Form ADV for information on their fees and compensation.

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

Affinity does not charge any performance-based fees (fees based on a share of capital gains on or capital appreciation of the assets of a client). All fees are calculated as described above and are not charged on the basis of income or capital gains or capital appreciation of the funds or any portion of the funds of an advisory client.

## **Item 7 – Types of Clients**

Affinity provides services to individuals.

Affinity generally requires a minimum annual fee of \$5,000 and a minimum account size of \$400,000 for individual fixed income portfolio management services. Affinity retains the discretion to reduce or waive these minimums based upon individual client circumstances (e.g., the nature of current investments, future contributions by client to the account, etc.).

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

### *Methods of Analysis and Investment Strategy*

Affinity's services are based on long-term investment strategies incorporating the principles of Modern Portfolio Theory. Affinity's investment approach is firmly rooted in the belief that markets are "efficient" over periods of time and that investors' long-term returns are determined principally by asset allocation decisions, rather than market timing or stock picking. Affinity recommends diversified portfolios, principally through the use of passively managed, asset class mutual funds. Affinity selects or recommends to clients, portfolios of securities, principally broadly traded open end mutual funds or conservative fixed income securities to implement this investment strategy.

Although all investments involve risk, Affinity's investment advice seeks to limit risk through broad diversification among asset classes and, as appropriate for particular clients

the investment directly in conservative fixed income securities to represent the fixed income class. Affinity's investment philosophy is designed for investors who desire a buy and hold strategy. Frequent trading of securities increases brokerage and other transaction costs that Affinity's strategy seeks to minimize.

In the implementation of investment plans, Affinity therefore primarily uses mutual funds and, as appropriate, portfolios of conservative fixed income securities. Affinity may also utilize Exchange Traded Funds (ETFs) to represent a market sector.

Clients may hold or retain other types of assets as well, and Affinity may offer advice regarding those various assets as part of its services. Advice regarding such assets will generally not involve asset management services but may help to more generally assist the client.

Affinity's strategies do not use securities that we believe would be classified as having any unusual risks, and we do not recommend frequent trading, which can increase brokerage and other costs and taxes.

Affinity receives supporting research from Buckingham Strategic Partners, LLC and from other consultants, including economists affiliated with Dimensional Fund Advisors ("DFA"). Affinity typically utilizes DFA, AQR, Vanguard, and Bridgeway mutual funds as well as other similar mutual funds and exchange traded funds in client portfolios. Typically, mutual funds and exchange traded funds utilized by Affinity follow a passive asset class investment philosophy with low holdings turnover. DFA provides historical market analysis, risk/return analysis, and continuing education to Affinity.

#### *Analysis of a Client's Financial Situation*

In the development of investment plans for clients, including the recommendation of an appropriate asset allocation, Affinity relies on an analysis of the client's financial objectives, current and estimated future resources, and tolerance for risk. To derive a recommended asset allocation, Affinity may use a Monte Carlo simulation, a standard statistical approach for dealing with uncertainty. As with any other methods used to make projections into the future, there are several risks associated with this method, which may result in the client not being able to achieve their financial goals. They include:

- The risk that expected future cash flows will not match those used in the analysis
- The risk that future rates of return will fall short of the estimates used in the simulation
- The risk that inflation will exceed the estimates used in the simulation
- The risk that tax rates will be higher than was assumed in the analysis

### Risk of Loss

#### **Investing in securities involves risk of loss that clients should be prepared to bear.**

All investments present the risk of loss of principal – the risk that the value of securities (mutual funds, ETFs and individual bonds), when sold or otherwise disposed of, may be less than the price paid for the securities. Even when the value of the securities when sold is greater than the price paid, there is the risk that the appreciation will be less than inflation. In other words, the purchasing power of the proceeds may be less than the purchasing power of the original investment.

The mutual funds and ETFs utilized by Affinity may include funds invested in domestic and international equities, including real estate investment trusts (REITs), corporate and government fixed income securities and commodities. Equity securities may include large capitalization, medium capitalization and small capitalization stocks. Mutual funds and ETF shares invested in fixed income securities are subject to the same interest rate, inflation and credit risks associated with the underlying bond holdings.

Among the riskiest mutual funds used in Affinity's investment strategies funds are the U.S. and International small capitalization and small capitalization value funds, emerging markets funds, and commodity futures funds. Conservative fixed income securities have lower risk of loss of principal, but most bonds (with the exception of Treasury Inflation Protected Securities, or TIPS) present the risk of loss of purchasing power through lower expected return. This risk is greatest for longer-term bonds.

Certain funds utilized by Affinity may contain international securities. Investing outside the United States involves additional risks, such as currency fluctuations, periods of illiquidity and price volatility. These risks may be greater with investments in developing countries.

More information about the risks of any particular market sector can be reviewed in representative mutual fund prospectuses managing assets within each applicable sector.

#### **Cybersecurity Risk**

The computer systems, networks and devices used by Affinity and service providers to us and our clients to carry out routine business operations employ a variety of protections designed to prevent damage or interruption from computer viruses, network failures, computer and telecommunication failures, infiltration by unauthorized persons and security breaches. Despite the various protections utilized, systems, networks or devices

potentially can be breached. A client could be negatively impacted as a result of a cybersecurity breach.

Cybersecurity breaches can include unauthorized access to systems, networks, or devices; infection from computer viruses or other malicious software code; and attacks that shut down, disable, slow or otherwise disrupt operations, business processes or website access or functionality. Cybersecurity breaches may cause disruptions and impact business operations, potentially resulting in financial losses to a client; the inability by us and other service providers to transact business; violations of applicable privacy and other laws; regulatory fines, penalties, reputational damage, reimbursement or other compensation costs, or additional compliance costs, as well as the inadvertent release of confidential information. Similar adverse consequences could result from cybersecurity breaches affecting issuers of securities in which a client invests; governmental and other regulatory authorities; exchange and other financial market operators, banks, brokers, dealers and other financial institutions and other parties. In addition, substantial costs may be incurred by these entities in order to prevent any cybersecurity breaches in the future.

## **Item 9 – Disciplinary Information**

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of Affinity or the integrity of Affinity's management. Affinity has no information applicable to this Item.

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

### **Buckingham Strategic Partners, LLC**

As described above in Item 4, Affinity may exercise discretionary authority provided by a client to select an independent third-party investment manager for the management of portfolios of securities. Affinity can select Brinker Capital or Buckingham Strategic Partners, LLC for such management. Both Brinker Capital and Buckingham Strategic Partners, LLC are SEC registered and Notice Filed in NY. Affinity also contracts with Buckingham Strategic Partners, LLC for back-office services and assistance with portfolio modeling. Affinity has a fiduciary duty to select qualified and appropriate managers in the client's best interest, and believes that Brinker Capital and Buckingham Strategic Partners, LLC effectively provides both the back-office services that assist with its overall investment advisory practice and portfolio management services. The management of Affinity

continuously makes this assessment. Affinity will ensure that any subadvisor utilized by Affinity is appropriately registered and in compliance with regulatory requirements.

While Affinity has a contract with Buckingham Strategic Partners, LLC governing a time period for back-office services, Affinity has no such fixed commitment to the selection of Buckingham Strategic Partners, LLC for investment management services and may select another investment manager for clients upon reasonable notice to Buckingham Strategic Partners, LLC.

### Individual Insurance Licenses

Associated persons of Affinity, in their individual capacities, are licensed insurance agents and are appropriately registered with NYS DFS. They are therefore able to recommend and sell insurance products to Affinity clients. In their separate insurance capacities, these licensed individuals will be able to receive separate, yet customary commission compensation resulting from implementing insurance product transactions on behalf of advisory clients. Clients, however, are not under any obligation to engage these individuals when considering the implementation of insurance recommendations. The implementation of any and all recommendations is solely at the discretion of the client.

While these individuals endeavor at all times to put the interest of the clients first as part of Affinity's fiduciary duty, clients should be aware that the receipt of additional compensation itself creates a conflict of interest and may affect the judgment of these individuals when making recommendations.

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

Affinity has adopted a Code of Ethics expressing the firm's commitment to ethical conduct. Affinity's Code of Ethics describes the firm's fiduciary duties and responsibilities to clients and sets forth Affinity's practice of supervising the personal securities transactions of employees with access to client information. Individuals associated with Affinity may buy or sell securities for their personal accounts identical or different than those recommended to clients. It is the expressed policy of Affinity that no person employed by the firm shall prefer his or her own interest to that of an advisory client or make personal investment decisions based on investment decisions of advisory clients.

To supervise compliance with its Code of Ethics, Affinity requires that anyone associated with this advisory practice with access to advisory recommendations provide annual

securities holding reports and quarterly transaction reports to the firm's principal. Affinity also requires such access persons to receive approval from the Chief Compliance Officer prior to investing in any IPO's or private placements (limited offerings).

Affinity's Code of Ethics further includes the firm's policy prohibiting the use of material non-public information and protecting the confidentiality of client information. Affinity requires that all individuals must act in accordance with all applicable Federal and State regulations governing registered investment advisory practices. Any individual not in observance of the above may be subject to discipline.

Affinity will provide a complete copy of its Code of Ethics to any client or prospective upon request.

It is Affinity's policy that the firm will not affect any principal or agency cross securities transactions for client accounts. Affinity will also not cross trades between client accounts. Principal transactions are generally defined as transactions where an advisor, acting as principal for its own account or the account of an affiliated broker-dealer, buys from or sells any security to any advisory client. A principal transaction may also be deemed to have occurred if a security is crossed between an affiliated private fund and another client account. An agency cross transaction is defined as a transaction where a person acts as an investment advisor in relation to a transaction in which the investment advisor, or any person controlled by or under common control with the investment advisor, acts as broker for both the advisory client and for another person on the other side of the transaction. Agency cross transactions may arise where an advisor is dually registered as a broker-dealer or has an affiliated broker-dealer.

## **Item 12 – Brokerage Practices**

Affinity arranges for the execution of securities transactions with the assistance of our back-office service provider, Buckingham Strategic Partners, LLC. BSP is a SEC registered advisor and Notice Filed in NY. Through Buckingham Strategic Partners, LLC, Affinity participates in the Fidelity Institutional Wealth Services (FIWS) program, sponsored by Fidelity Brokerage Services, LLC ("Fidelity"). Fidelity is an unaffiliated SEC-registered broker dealer and FINRA member broker dealer. Fidelity offers to independent advisers services which include custody of securities, trade execution, clearance and settlement transactions.

The Fidelity brokerage program will generally be recommended to advisory clients for the execution of mutual fund and equity securities transactions. Affinity regularly reviews this

program to ensure that its recommendations are consistent with its fiduciary duty. This trading platform is essential to Affinity's service arrangements and capabilities, and Affinity may not accept clients who direct the use of other brokers. As part of this program, Affinity receives benefits that it would not receive if it did not offer investment advice (See the disclosure under Item 14 of this Brochure).

As Affinity will not request the discretionary authority to determine the broker dealer to be used or the commission rates to be paid for mutual fund and equity securities transactions, clients must direct Affinity as to the broker dealer to be used. In directing the use of a particular broker or dealer, it should be understood that Affinity will not have authority to negotiate commissions among various brokers or obtain volume discounts, and best execution may not be achieved. Not all investment advisers require clients to direct the use of specific brokers.

Affinity will not exercise authority to arrange client transactions in fixed income securities. Clients will provide this authority to a fixed income manager retained by Affinity on client's behalf by designating the portfolio manager with trading authority over client's brokerage account. Clients will be provided with the Disclosure Brochure (Form ADV Part 2) of portfolio manager.

FIWS does not generally charge clients a custody fee and are compensated by account holders through commissions or other transaction-related fees for securities trades that are executed through the broker or that settle into the clients' accounts at the brokers. Trading client accounts through other brokers may result in fees (including mark-ups and mark-downs) being charged by the custodial broker and an additional broker. While Affinity will not arrange transactions through other brokers, the authority of the fixed income portfolio manager includes the ability to trade client fixed income assets through other brokers.

Affinity does not have any arrangements to compensate any broker dealer for client referrals.

Affinity does not participate in Soft Dollar Benefits.

Affinity does not maintain any client trade error gains. Affinity will make the client whole with respect to any trade error losses incurred by the client caused by Affinity.

Affinity generally does not aggregate any client transactions in mutual fund or other securities. Client accounts are individually reviewed and managed, and transaction costs are not saved by aggregating orders in almost all circumstances in which Affinity arranges



transactions. Buckingham Strategic Partners, LLC, in the management of portfolios, will aggregate certain transactions among client accounts that it manages, in which case Affinity client's orders may be aggregated with an order for another client of Buckingham Strategic Partners, LLC who is not an Affinity client. See Buckingham Strategic Partners, LLC Form ADV Part 2.

### **Employee Benefit Plan Services:**

Affinity does not generally arrange for the execution of securities transactions for plans as a part of this service. Transactions are executed directly through employee plan participation. Affinity may, however, arrange for execution of securities transactions for certain plans custodied with Fidelity.

## **Item 13 – Review of Accounts**

### **Reviews:**

#### **Investment Management Services:**

Account assets are supervised continuously and formally reviewed quarterly by an investment professional of Affinity. The review process contains each of the following elements:

- a. assessing client goals and objectives;
- b. evaluating the employed strategy(ies);
- c. monitoring the portfolio(s); and
- d. addressing the need to rebalance.

Additional account reviews may be triggered by any of the following events:

- a. a specific client request;
- b. a change in client goals and objectives;
- c. an imbalance in a portfolio asset allocation; and
- d. market/economic conditions.

For sub-advisory services by Third-Party Advisers, certain account review responsibilities are delegated to a third-party investment manager as described above in Item 4. Affinity will ensure that all subadvisors utilized by our firm will be registered, notice filed in New York (if required) and in compliance with regulatory requirements.

**Employee Benefit Retirement Plan Services:**

Retirement plan assets are reviewed no more than quarterly, and according to the standards and situations described above for investment management accounts.

**Reports:****Investment Management Services:**

All clients will receive quarterly performance reports, prepared by Buckingham Strategic Partners, LLC and reviewed by Affinity, that summarize the client's account and asset allocation. Clients will also receive at least quarterly statements from their account custodian, which will outline the client's current positions and current market value.

**Employee Benefit Retirement Plan Services:**

Plan sponsors are provided with quarterly information and annual performance reviews from Affinity. In addition, plan participant education information may also be provided to the Plan Sponsor or Administrator for distribution to the participants of the plan.

**Item 14 – Client Referrals and Other Compensation****Other Compensation**

As indicated under the disclosure for Item 12, FIWS provides Affinity with access to services which are not available to retail investors. These services generally are available to independent investment advisors on an unsolicited basis at no charge to them.

These services benefit Affinity but may not benefit its clients' accounts. Many of the products and services assist Affinity in managing and administering clients' accounts. These include software and other technology that provide access to client account data (such as trade confirmations and account statements), facilitate trade execution (and allocation of aggregated trade orders for multiple client accounts), provide research, pricing information and other market data, facilitate payment of Affinity's fees from its clients' accounts, and assist with back-office functions, recordkeeping and client reporting. Many of these services generally may be used to service all or a substantial number of Affinity's accounts. Recommended brokers also make available to Affinity other services intended to help Affinity manage and further develop its business enterprise. These services may include consulting, publications and conferences on practice management, information technology, business succession, regulatory compliance, and marketing.

Affinity does not, however, enter into any commitments with the brokers for transaction levels in exchange for any services or products from brokers. While as a fiduciary, Affinity endeavors to act in its clients' best interests, Affinity's requirement that clients maintain their assets in accounts at Schwab, TD Ameritrade or Fidelity may be based in part on the benefit to Affinity of the availability of some of the foregoing products and services and not solely on the nature, cost or quality of custody and brokerage services provided by the brokers, which may create a potential conflict of interest.

Affinity also receives software from DFA, which Affinity utilizes in forming asset allocation strategies and producing performance reports. DFA also provides continuing education for Affinity personnel. These services are designed to assist Affinity plan and design its services for business growth.

### Client Referrals

Affinity acts as a promoter for other independently registered Investment Adviser's, and for doing so, receives an initial and/or an ongoing fee for referring clients to the Adviser.

These promoter arrangements create a conflict of interest to the extent that we have an incentive to refer clients to an Adviser who may pay higher fees. We address this conflict of interest in the following ways:

1. We clearly disclose the existence of promoter arrangements to existing and prospective clients in our disclosure documents so that they can assess the inherent conflicts of interest and make a fully informed investment decision;
2. We provide the following written disclosures to prospective clients prior to the execution of an advisory agreement with the third-party investment adviser:
  - a. The name of the third-party investment adviser;
  - b. The nature of the relationship, including any affiliation, between us and the investment adviser;
  - c. A statement that we will be compensated for our promoter services by the investment adviser; and
  - d. The terms of such compensation arrangement, including a description of the compensation paid or to be paid to us.
3. We periodically monitor the overall performance and reputation of an Adviser to ensure that our continued recommendation of such remains in the best interest of our clients; and
4. We observe all rules promulgated under Section 206(4)-1 of the Investment Advisers Act of 1940 and/or similar applicable state laws and regulations.

## **Item 15 – Custody**

Affinity is not deemed to maintain custody of client assets. Investment Management and Employee Benefit Plan Clients should receive at least quarterly statements from the broker dealer, bank or other qualified custodian that holds and maintains client's investment assets. Affinity urges you to carefully review such statements and compare such official custodial records to the account statements that we may provide to you. Our statements may vary from custodial statements based on accounting procedures, reporting dates, or valuation methodologies of certain securities.

## **Item 16 – Investment Discretion**

Affinity requests that it be provided with written authority to determine which securities and the amounts of securities that are bought or sold. This authority will include the discretion to retain a third-party money manager for sub-advisory services. Any limitations on this discretionary authority shall be included in this written authority statement. Clients may change/amend these limitations as required. Such amendments shall be submitted in writing.

When selecting securities and determining amounts, Affinity observes the investment policies, limitations and restrictions of the clients for which it advises. Investment guidelines and restrictions must be provided to Affinity in writing.

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

Proxy Voting: As a matter of firm policy and practice, Affinity does not have any authority to and does not vote proxies on behalf of advisory clients. Clients retain the responsibility for receiving and voting proxies for any and all securities maintained in client portfolios. Clients will receive applicable proxies directly from the issuer of securities held in clients' investment portfolios. However, Affinity may provide advice to clients regarding the clients' voting of proxies.

Class Actions, Bankruptcies and Other Legal Proceedings: Clients should note that Affinity will neither advise nor act on behalf of the client in legal proceedings involving companies whose securities are held or previously were held in the client's account(s), including, but not limited to, the filing of "Proofs of Claim" in class action settlements. If desired, clients may direct Affinity to transmit copies of class action notices to the client or a third party.

Upon such direction, Affinity will make commercially reasonable efforts to forward such notices in a timely manner.

## **Item 18 – Financial Information**

Registered investment advisers are required in this Item to provide you with certain financial information or disclosures about Affinity's financial condition. Affinity has no financial commitment that impairs its ability to meet contractual and fiduciary commitments to clients and has not been the subject of a bankruptcy proceeding.

## **Item 19 – Requirements for State-Registered Advisers**

The education and business background for individuals of Affinity are supplied on the Form ADV Part 2B Brochure Supplement.

Affinity is not involved in any other business other than providing investment advice.

Affinity does not charge any performance-based fees or other fees based on a share of capital gains on or capital appreciation of the assets of a client.

Neither Affinity, nor its management persons have been involved in an arbitration claim or been found liable in a civil, self-regulatory organization or administrative proceeding that is material to the client's evaluation of the Firm or its management.

Neither Affinity, nor its management persons, has any relationship or arrangement with issuers of securities.

## **James C. B. Currier**

The Affinity Group, LLC

4 Tower Place, First Floor

Albany, NY 12203

Phone: (518) 776-1140

December 11, 2023

This Brochure Supplement provides information about James C. B. Currier that supplements The Affinity Group, LLC ("Affinity") Brochure. You should have received a copy of that Brochure. Please contact Nicholas Preddice if you did not receive Affinity's Brochure or if you have any questions about the contents of this supplement.

Additional information about James C. B. Currier is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

### **Item 2- Educational Background and Business Experience**

#### **James C. B. Currier (CRD No. 6494738)**

Born: 1993

#### **Education:**

Ithaca College

Graduated 2015 with a Bachelor's in Business Administration (Finance Concentration)

#### **Employment**

- ❖ The Affinity Group, LLC, Wealth Advisor (July 2023 – Present)
- ❖ Affinity BST Advisors, LLC, Wealth Advisor (July 2021 – July 2023)
- ❖ MassMutual Life Insurance Co., Agent (August 2021 – Present)
- ❖ Goldman Sachs & Co. LLC, Registered Representative (January 2021-July 2021)
- ❖ The AYCO Company, L.P. (Mercer Allied), Registered Representative (August 2017-January 2021)
- ❖ Cambridge Investment Research, Inc., Registered Representative (October 2016-June 2017)

❖ Lincoln Financial Advisors Corporation, Project Manager (May 2015-October 2016)

### **Item 3- Disciplinary Information**

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. No information is applicable to this Item for Mr. James C. B. Currier.

### **Item 4- Other Business**

Mr. James C. B. Currier, in his individual capacity, is a licensed insurance agent. As such, he may receive commission compensation, which is separate and distinct from advisory fees, for implementing insurance transactions on behalf of advisory clients.

### **Item 5- Additional Compensation**

Mr. James C. B. Currier is compensated as an employee of Affinity. Mr. Currier does not receive compensation from any third parties for providing investment advice to clients.

### **Item 6 - Supervision**

Mr. James C. B. Currier is a registered investment adviser. His accounts are subject to regular review and verification that asset balances are being managed in accordance with a client's investment guidelines. Mr. Preddice is the individual responsible for supervision of Mr. Currier and may be reached at 4 Tower Place, First Floor, Albany, NY 12203. His phone number is (518) 776-1271.

### **Item 7- Requirements for State-Registered Advisers**

State registered advisers are required to disclose all material facts regarding certain arbitration events, proceedings, or bankruptcy petitions. Mr. Currier has not been the subject of any of the events listed below:

1. An award or otherwise being *found* liable in an arbitration claim alleging damages in excess of \$2,500, *involving* any of the following:
  - (a) an investment or an *investment-related* business or activity;
  - (b) fraud, false statement(s), or omissions;
  - (c) theft, embezzlement, or other wrongful taking of property;
  - (d) bribery, forgery, counterfeiting, or extortion; or
  - (e) dishonest, unfair, or unethical practices.
2. An award or otherwise being *found* liable in a civil, *self-regulatory organization*, or administrative *proceeding involving* any of the following:

- (a) an investment or an *investment-related* business or activity;
- (b) fraud, false statement(s), or omissions;
- (c) theft, embezzlement, or other wrongful taking of property;
- (d) bribery, forgery, counterfeiting, or extortion; or
- (e) dishonest, unfair, or unethical practices.

Mr. Currier has never been the subject of a bankruptcy petition.



**Gary T. Nicoll**  
The Affinity Group, LLC  
4 Tower Place, First Floor  
Albany, NY 12203  
Phone: (518) 776-1140

December 11, 2023

This Brochure Supplement provides information about Gary T. Nicoll that supplements The Affinity Group, LLC (“Affinity”) Brochure. You should have received a copy of that Brochure. Please contact Nicholas Preddice if you did not receive Affinity’s Brochure or if you have any questions about the contents of this supplement.

Additional information about Gary T. Nicoll is available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

## **Item 2- Educational Background and Business Experience**

**Gary T. Nicoll (CRD No. 5904675)**

Born: 1985

### **Education:**

Manhattan College  
Graduated 2007 with a Bachelor’s in Finance

### **Employment**

- ❖ The Affinity Group, LLC, Member and Wealth Advisor (July 2023 – Present)
- ❖ Affinity BST Advisors, LLC, Wealth Advisor (July 2021 – July 2023)
- ❖ The AYCO Company, L.P. (Mercer Allied), Registered Representative (August 2018-July 2021)
- ❖ Bank of America, Repo Sales / Trading (July 2014-August 2018)

## **Item 3- Disciplinary Information**

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. No information is applicable to this Item for Mr. Gary T. Nicoll.

#### Item 4- Other Business

Mr. Gary T. Nicoll is not involved in any business activities outside of his employment with Affinity.

#### Item 5- Additional Compensation

Mr. Gary T. Nicoll is compensated as an employee of Affinity. Mr. Nicoll does not receive compensation from any third parties for providing investment advice to clients.

#### Item 6 - Supervision

Mr. Gary T. Nicoll is a registered investment adviser. His accounts are subject to regular review and verification that asset balances are being managed in accordance with a client's investment guidelines. Mr. Preddice is the individual responsible for supervision of Mr. Nicoll and may be reached at 4 Tower Place, First Floor, Albany, NY 12203. His phone number is (518) 776-1271.

#### Item 7- Requirements for State-Registered Advisers

State registered advisers are required to disclose all material facts regarding certain arbitration events, proceedings, or bankruptcy petitions. Mr. Nicoll has not been the subject of any of the events listed below:

1. An award or otherwise being *found* liable in an arbitration claim alleging damages in excess of \$2,500, *involving* any of the following:
  - (a) an investment or an *investment-related* business or activity;
  - (b) fraud, false statement(s), or omissions;
  - (c) theft, embezzlement, or other wrongful taking of property;
  - (d) bribery, forgery, counterfeiting, or extortion; or
  - (e) dishonest, unfair, or unethical practices.
2. An award or otherwise being *found* liable in a civil, *self-regulatory organization*, or administrative *proceeding involving* any of the following:
  - (a) an investment or an *investment-related* business or activity;
  - (b) fraud, false statement(s), or omissions;
  - (c) theft, embezzlement, or other wrongful taking of property;
  - (d) bribery, forgery, counterfeiting, or extortion; or
  - (e) dishonest, unfair, or unethical practices.

Mr. Nicoll has never been the subject of a bankruptcy petition.

## **Nicholas S. Preddice**

The Affinity Group, LLC

4 Tower Place, First Floor

Albany, NY 12203

Phone: (518) 776-1140

December 11, 2023

This Brochure Supplement provides information about Nicholas S. Preddice that supplements The Affinity Group, LLC (“Affinity”) Brochure. You should have received a copy of that Brochure. Please contact Nicholas Preddice if you did not receive Affinity’s Brochure or if you have any questions about the contents of this supplement.

Additional information about Nicholas S. Preddice is available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

### **Item 2- Educational Background and Business Experience**

#### **Nicholas S. Preddice (CRD No. 2207157)**

Born: 1968

#### **Education:**

SUNY Oneonta – B.A. in Sociology (1990)

#### **Employment**

The Affinity Group, LLC

Member, Chief Compliance Officer & Wealth Advisor

July 2023-Present

Affinity BST Advisors, LLC

Wealth Advisor

May 2021 – July 2023

MML Investors Services, LLC

October 2002 – May 2021

Registered Representative

MassMutual Life Insurance Company

September 2002 – Present

Agent

### Item 3- Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. No information is applicable to this Item for Mr. Nicholas S. Preddice.

### Item 4- Other Business

Mr. Nicholas S. Preddice, in his individual capacity, is a licensed insurance agent. As such, he may receive commission compensation, which is separate and distinct from advisory fees, for implementing insurance transactions on behalf of advisory clients.

### Item 5- Additional Compensation

Mr. Nicholas S. Preddice is compensated as an employee of Affinity. Mr. Preddice does not receive compensation from any third parties for providing investment advice to clients.

### Item 6 - Supervision

Mr. Nicholas S. Preddice is a registered investment adviser. His accounts are subject to regular review and verification that asset balances are being managed in accordance with a client's investment guidelines. Mr. Sancilio is the individual responsible for supervision of Mr. Preddice and may be reached at 4 Tower Place, First Floor, Albany, NY 12203. His phone number is (518) 776-1268.

### Item 7- Requirements for State-Registered Advisers

State registered advisers are required to disclose all material facts regarding certain arbitration events, proceedings, or bankruptcy petitions. Mr. Preddice has not been the subject of any of the events listed below:

1. An award or otherwise being *found* liable in an arbitration claim alleging damages in excess of \$2,500, *involving* any of the following:
  - (a) an investment or an *investment-related* business or activity;
  - (b) fraud, false statement(s), or omissions;
  - (c) theft, embezzlement, or other wrongful taking of property;
  - (d) bribery, forgery, counterfeiting, or extortion; or
  - (e) dishonest, unfair, or unethical practices.
2. An award or otherwise being *found* liable in a civil, *self-regulatory organization*, or administrative *proceeding involving* any of the following:
  - (a) an investment or an *investment-related* business or activity;

- (b) fraud, false statement(s), or omissions;
- (c) theft, embezzlement, or other wrongful taking of property;
- (d) bribery, forgery, counterfeiting, or extortion; or
- (e) dishonest, unfair, or unethical practices.

Mr. Preddice has never been the subject of a bankruptcy petition.

## **Gary Sancilio**

The Affinity Group, LLC

4 Tower Place, First Floor

Albany, NY 12203

Phone: (518) 776-1140

December 11, 2023

This Brochure Supplement provides information about Gary Sancilio that supplements The Affinity Group, LLC (“Affinity”) Brochure. You should have received a copy of that Brochure. Please contact Nicholas Preddice if you did not receive Affinity’s Brochure or if you have any questions about the contents of this supplement.

Additional information about Gary Sancilio is available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

### **Item 2- Educational Background and Business Experience**

#### **Gary Sancilio (CRD No. 1585241)**

Born: 1964

#### **Education:**

SUNY Cortland – B.A. in Economics (1986)

St. John’s University Law School – Juris Doctorate, Law (1993)

#### **Employment**

The Affinity Group, LLC  
Member & Wealth Advisor  
July 2023 – Present

Affinity BST Advisors, LLC  
Wealth Advisor  
May 2021 – July 2023

MML Investors Services, LLC  
February 2003 – May 2021  
Registered Representative

MassMutual Life Insurance Company  
December 2002 – Present  
Agent

### **Item 3- Disciplinary Information**

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. No information is applicable to this Item for Mr. Gary Sancilio.

### **Item 4- Other Business**

Mr. Gary Sancilio, in his individual capacity, is a licensed insurance agent. As such, he may receive commission compensation, which is separate and distinct from advisory fees, for implementing insurance transactions on behalf of advisory clients.

### **Item 5- Additional Compensation**

Mr. Gary Sancilio is compensated as an employee of Affinity. Mr. Sancilio does not receive compensation from any third parties for providing investment advice to clients.

### **Item 6 - Supervision**

Mr. Gary Sancilio is a registered investment adviser. His accounts are subject to regular review and verification that asset balances are being managed in accordance with a client's investment guidelines. Mr. Preddice is the individual responsible for supervision of Mr. Sancilio and may be reached at 4 Tower Place, First Floor, Albany, NY 12203. His phone number is (518) 776-1271.

### **Item 7- Requirements for State-Registered Advisers**

State registered advisers are required to disclose all material facts regarding certain arbitration events, proceedings, or bankruptcy petitions. Mr. Sancilio has not been the subject of any of the events listed below:

1. An award or otherwise being *found* liable in an arbitration claim alleging damages in excess of \$2,500, *involving* any of the following:
  - (a) an investment or an *investment-related* business or activity;
  - (b) fraud, false statement(s), or omissions;
  - (c) theft, embezzlement, or other wrongful taking of property;
  - (d) bribery, forgery, counterfeiting, or extortion; or
  - (e) dishonest, unfair, or unethical practices.

2. An award or otherwise being *found* liable in a civil, *self-regulatory organization*, or administrative *proceeding involving* any of the following:

- (a) an investment or an *investment-related* business or activity;
- (b) fraud, false statement(s), or omissions;
- (c) theft, embezzlement, or other wrongful taking of property;
- (d) bribery, forgery, counterfeiting, or extortion; or
- (e) dishonest, unfair, or unethical practices.

Mr. Sancilio has never been the subject of a bankruptcy petition.