Form ADV

Disclosure Brochure

March 2026

Office Location:
2550 Central Ave
Augusta, GA 30904
(706) 426-4243
www.firethornwp.com

This brochure provides information about the qualifications and business practices of Firethorn Wealth Partners, LLC ("Firethorn"). If you have any questions about the contents of this brochure, please contact the Firm at the telephone number listed above. For compliance specific requests, please call (706) 426-4243. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission (SEC) or by any state securities authority. Additional information about the Firm is available on the SEC's website at www.adviserinfo.sec.gov. The Firm is a registered investment adviser. Registration does not imply any level of skill or training.

ITEM 2 – MATERIAL CHANGES

In this Item, Firethorn Wealth Partners, LLC ("Firethorn") is required to discuss any material changes that have been made to the brochure since the last annual amendment.

Our Brochure provides information about the qualifications and business practices of the Firm. Except for the item listed below, the business practices of Firethorn Wealth Partners are substantially the same as represented in this Firm's previous and current years' annual updated Brochures. The only material changes are as follows:

- The ADV has been updated to reflect a change in Assets Under Management.

We will ensure that all current clients receive a Summary of Material Changes to this and subsequent Brochures within 120 days of the close of our business' fiscal year. A Summary of Material Changes is also included with our Brochure on the SEC's website at www.adviserinfo.sec.gov. The searchable IARD/CRD number for Firethorn Wealth Partners, LLC is #297634. We may further provide other ongoing disclosure information about material changes as necessary and 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 Melinda McRee, Chief Compliance Officer at (706) 426-4243 or melinda@firethornwp.com.

ITEM 3 – TABLE OF CONTENTS

ITEM 2 – MATERIAL CHANGES 2

ITEM 3 – TABLE OF CONTENTS 3

ITEM 4 – ADVISORY BUSINESS 4

ITEM 5 – FEES AND COMPENSATION 11

ITEM 6 – PERFORMANCE-BASED FEES AND SIDE-BY-SIDE MANAGEMENT 14

ITEM 7 – TYPES OF CLIENTS 14

ITEM 8 – METHODS OF ANALYSIS, INVESTMENT STRATEGIES AND RISK OF LOSS 15

ITEM 9 – DISCIPLINARY INFORMATION 19

ITEM 10 – OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS 19

ITEM 11 – CODE OF ETHICS 19

ITEM 12 – BROKERAGE PRACTICES 20

ITEM 13 – REVIEW OF ACCOUNTS 23

ITEM 14 – CLIENT REFERRALS AND OTHER COMPENSATION 23

ITEM 15 – CUSTODY 24

ITEM 16 – INVESTMENT DISCRETION 25

ITEM 17 – VOTING CLIENT SECURITIES 25

ITEM 18 – FINANCIAL INFORMATION 25

ITEM 4 – ADVISORY BUSINESS

The Firm offers discretionary and non-discretionary investment management and investment advisory services. Prior to the Firm rendering any of the foregoing advisory services, clients are required to enter into one or more written agreements with the Firm setting forth the relevant terms and conditions of the advisory relationship (the "Advisory Agreement").

Firethorn Wealth Partners, LLC ("Firethorn" or the "Firm") has been registered as an investment adviser since 2018 and is owned by Scott Benjamin, Kevin Sweeney and Gerald Rogers.

As of December 31, 2025, Firethorn Wealth Partners, LLC manages approximately $487,470,860 in assets for approximately 2,202 accounts on a discretionary basis and manages approximately $184,422,190 in assets for approximately 121 accounts on a non-discretionary basis. In total, Firethorn Wealth Partners, LLC manages approximately $671,893,050 in assets for approximately 2,323 accounts.

While this brochure generally describes the business of the Firm, certain sections also discuss the activities of its Supervised Persons, which refer to the Firm's officers, partners, directors (or other persons occupying a similar status or performing similar functions), employees or any other person who provides investment advice on the Firm's behalf and is subject to the Firm's supervision or control.

Financial Planning and Consulting Services

Firethorn offers clients a broad range of financial planning and consulting services, which may include any of all of the following functions: Business Planning, Cash Flow Forecasting, Trust and Estate Planning, Financial Reporting, Investment Consulting, Insurance Planning, Retirement Planning, Risk Management, Charitable Giving, Distribution Planning, Tax Planning, College Planning, and Manager Due Diligence.

In performing these services, the Firm is not required to verify any information received from the client or from the client's other professionals (e.g. attorneys, accounts, etc.) and is expressly authorized to rely on such information. The Firm may recommend clients engage the Firm for additional related services, its Supervised Persons in their individual capacities as insurance agents or register representatives of a broker-dealer, and/or other professionals to implement its recommendations. Clients are advised that a conflict of interest exists if client engages Firm or its affiliates to provide additional services for compensation. Clients retain absolute discretion over all decisions regarding implementation and are under no obligation to act upon any of the recommendations made by the Firm under a financial planning or consulting engagement. Clients are advised that it remains their responsibility to promptly notify the Firm of any change in their financial situation or investment objectives for the purpose of reviewing, evaluating or revising the Firm's recommendations and/or services.

Wealth Management Services

Firethorn provides clients with wealth management services which may include a broad range of comprehensive financial planning and consulting services as well as discretionary and non-discretionary management of investment portfolios.

Firethorn Wealth Partners primarily allocates client assets among various mutual funds, exchange- traded funds ("ETFs"), individual debt and equity securities, options and independent investment managers ("Independent Managers") in accordance with their stated investment objectives. In addition, Firethorn may also recommend that certain eligible clients invest structured products, as well as in privately placed securities, which may include debt, equity and/or interests in pooled investment vehicles (e.g., hedge funds). When appropriate and fully disclosed, Firethorn may recommend investment products which require longer-term commitments from its clients. Firethorn shall provide continuous monitoring of such investments to include annual due diligence, performance tracking, amendment processing, and capital call assistance.

Where appropriate, Firethorn may also provide advice about any type of legacy position or other investment held in client portfolios. Clients may engage Firethorn to manage and/or advise on certain investment products that are not maintained at their primary custodian, such as variable life insurance and annuity contracts and assets held in employer sponsored retirement plans and qualified tuition plans (i.e. 529 plans). In these situations, Firethorn directs or recommends the allocation of client assets among the various investment options available with the product. These assets are generally maintained at the underwriting insurance company or the custodian designated by the product's provider.

The Firm tailors its advisory services to meet the needs of its individual clients and seeks to ensure, on a continuous basis, that client portfolios are managed in a manner consistent with those needs and objectives. The Firm consults with clients on an initial and ongoing basis to assess their specific risk tolerance, time horizon, liquidity constraints and other related factors relevant to the management of their portfolios. Clients are advised to promptly notify the Firm if there are changes in their financial situation or if they wish to place any limitations on the management of their portfolios. Clients may impose reasonable restrictions or mandates on the management of their accounts if the Firm determines, in its sole discretion, the conditions would not materially impact the performance of a management strategy or prove overly burdensome to the Firm's management efforts.

Retirement Plan Consulting Services

Firethorn provides various consulting services to qualified employee benefit plans and their fiduciaries. This suite of institutional services is designed to assist plan sponsors in structuring, managing and optimizing their corporate retirement plans. Each engagement is individually negotiated and customized and may include any or all the following services: Plan Design and Strategy, Plan Review and Evaluation, Executive Planning & Benefits, Investment Selection, Plan Fee and Cost Analysis, Plan Committee Consultation, Fiduciary and Compliance, and Participant Education.

As disclosed in the Firethorn Advisory Agreement, certain of the foregoing services are provided by Firethorn as a fiduciary under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). In accordance with ERISA Section 408(b)(2), each plan sponsor is provided with a written description of Firethorn's fiduciary status, the specific services to be rendered and all direct and indirect compensation that Firethorn reasonably expects under the engagement.

Education Advisory and Consulting

Firethorn provides another dimension to the comprehensive financial process by offering a service to assist with college planning and funding.

Each engagement contains a process to help families determine their EFC, eligibility for financial aid, determine what college will actually cost, what college(s) offer the best educational value, what your action items need to be and how college funding fits within your overall financial plan.

Use of Independent Managers

The Firm may select certain Independent Managers to actively manage a portion of its clients' assets. The specific terms and conditions under which a client engages an Independent Manager may be set forth in a separate written agreement with the designated Independent Managers engaged to manage their assets.

The Firm evaluates a variety of information about Independent Managers, which may include the Independent Managers' public disclosure documents, materials supplied by the independent managers themselves and other third-party analyses it believes are reputable. To the extent possible, the Firm seeks to assess the Independent Managers' investment strategies, past performance and risk results in relation to its clients' individual portfolio allocations and risk exposure. The Firm also takes into consideration each Independent Manager's management style, returns, reputation, financial strength, reporting, pricing and research capabilities, among other factors.

The Firm continues to provide services relative to the discretionary selection of the Independent Managers. On an ongoing basis, the Firm monitors the performance of those accounts being managed by Independent Managers. The Firm seeks to ensure the Independent Managers' strategies and target allocations remain aligned with its clients' investment objectives and overall best interests.

Outsourcing of Certain Investment Operations

Firethorn Wealth Partners works with various third-party service providers, including, among others, Orion, Inc., to help support the operational needs of managing and servicing Client accounts. Authority provided to the outsourced service providers may include but is not limited to placing transactions with broker-dealers at the direction of Firethorn Wealth Partners, opening accounts with Client's account custodian, and facilitating operational requests on the Client's behalf based on instructions provided by associated persons of Firethorn Wealth Partners. When providing these services, the third-party service provider is acting as an agent of Firethorn Wealth Partners.

Betterment Program

Through the Betterment Program, we offer our Clients access to, and advice regarding the Betterment for Advisers Service, which is an institutional wrap fee program (the "Betterment Program") sponsored by Betterment LLC, an SEC registered investment adviser (referred to as "Betterment Adviser"). Betterment Adviser is affiliated with MTG, LLC dba Betterment Securities (referred to "Betterment Broker"), an SEC-registered broker-dealer, and member of SIPC and the Financial Industry Regulatory Authority ("FINRA"). Firethorn is not affiliated with Betterment Adviser or Betterment Broker.

Overview of Firethorn's Role in the Betterment Program

As explained in more detail below and in Client's separate agreement with Betterment Adviser and Betterment Securities (the "Betterment Program Agreement"), in general, Firethorn has entered into an Agreement with Betterment Adviser and Betterment Securities (the "Betterment Subadvisor Agreement"), pursuant to which Betterment Adviser agrees to provide the sub advisory services in connection with Clients who participate in the Betterment for Advisors Program, as described in the Betterment Subadvisor Agreement, and Betterment Securities agrees to provide trade execution services in connection with the orders placed by Firethorn 's Clients through the Betterment for Advisors program (all the "Betterment Program").

Firethorn's role with respect to the Betterment Program account will be limited to assisting the Client in establishing accounts with Betterment Adviser and Betterment Securities, identifying the Suitability Information (as described below) for the account, and assisting the Client in developing the initial Portfolio and Allocation, as discussed below.

Once the initial Portfolio and Allocation have been selected, Firethorn will continue to assist the Client by answering general questions regarding the account, periodically discussing the Portfolio and Allocation with the Client to ensure it continues to meet the Client's needs and recommending revisions to the Portfolio or Allocation in response to changes in the Suitability Information of which the Firm is notified. The Firm's Clients are required to participate in the Firm's discretionary Investment Management Program which provide the Firm discretion to "hire and fire," and reallocate the assets allocated to the Betterment Program to accounts managed by the Firm if at any time Firethorn determines termination of the sub advisory relationship with Betterment is appropriate. However, refer to the limitations below on the Firm's discretion to act with respect to the Betterment Program account.

Overview of Betterment Adviser's Role in Betterment Program

The selection of the securities that will be available for the Client Portfolios, the monitoring of the account and rebalancing according to established account parameters, and the reinvestment of investment dividends, among other key investment functions, are all functions for which Betterment Adviser is responsible on an ongoing basis. Firethorn does not supervise or participate in any way in Betterment Adviser's or Betterment Securities' performance of their responsibilities.

Clients will initially meet with their Firethorn Representative, who will obtain information regarding the Client's personal and financial situation, and the investment objective, tolerance for risk, liquidity needs, and investment time horizon for the account that will be managed through the Betterment Program (all referred to as the "Suitability Information"), as well as any reasonable investment restrictions the Client wishes to impose. Utilizing the online tools and investments available through the Betterment's online

platform (the "Website"), the Representative will work with the Client to select a portfolio (the Portfolio") representing an "Allocation" among equity and fixed income exchange-traded funds ("ETFs"), that are suitable for the account in view of the account's investment objective, liquidity needs, investment time horizon, risk tolerance, and any reasonable investment restrictions imposed by the Client. The Portfolio selection and Allocation will be based on the research and recommendations provided by Betterment Adviser. The Representative will work with the Client to match the Portfolio and Allocation to the account's needs.

Firethorn will not have discretion with respect to the assets invested in the Client's Betterment Program account; and the Firm will not be responsible for or have discretion with respect to making any of the purchases or sales of securities in the Betterment Program account or selecting or removing the ETFs that are available through the Betterment Program. The Betterment Website provides self-help tools to help Clients understand their risks, access information related to transactions, and review their account's performance.

Advisory Agreements and Custodial Accounts

In addition to their existing Advisory Agreement with Firethorn, Clients who desire to participate in the Betterment Program will enter into an advisory agreement with Betterment Adviser, and a brokerage agreement with Betterment Broker, which will maintain the account's assets and provide brokerage services. We refer to Betterment Broker as the "Custodian" because it will serve as the qualified custodian of the Client's assets.

Betterment Discretion over the Account; Authority to Rebalance and Liquidate Securities

In the Betterment Adviser advisory agreement, Client will grant Betterment Adviser full discretion to select the investments, to designate the strategies, and to buy, sell, or otherwise invest the assets of the account, all without prior notice or consent of the Client or Firethorn. Betterment Adviser will periodically rebalanced account (within certain "drift" parameters) to maintain their designated Allocation. Betterment Adviser's portfolio management services also include a dividend reinvestment plan whereby dividends from Client investments are used to purchase additional investments in accordance with the account's Allocation. Betterment requires Clients to agree to have their accounts automatically rebalanced and dividends automatically reinvested.

Clients also grant Betterment Adviser authority to liquidate sufficient assets to pay the advisory fee, program fees, or any costs or expenses of the Betterment Program, when necessary; and authority to carry out related actions that the Betterment Adviser deems necessary or appropriate to fulfill these responsibilities.

Types of Investments

In general, the Portfolios consist of varying proportions of fixed income and equity ETFs selected by Betterment Adviser for the Betterment Program. ETFs are a type of Investment Company that aims to achieve the same return as a particular market index. They can be either open-end companies or unit investment trusts. ETFs are not considered to be, and are not permitted to call themselves, mutual funds. ETFs differ from mutual funds and unit investment trusts because shares issued by ETFs are bought and

sold by investors on a secondary market. Unlike mutual funds, retail investors generally cannot tender their shares directly to the ETF for redemption because shares of ETFs are redeemable from the fund only in very large blocks (blocks of 50,000 shares, for example).

Deposit Cash or Cash Equivalents

Generally, the Client is expected to deliver only cash or cash equivalents to the Custodian. With our consent, Client may transfer securities to the Custodian, but the securities will be liquidated to cash as soon as reasonably practical. Client may not transfer or deposit to the account any securities that are not publicly traded or that cannot be promptly sold. Client will grant us, Betterment Adviser, and the Custodian the authority, in our respective discretion, to liquidate securities transferred into the account.

Evaluate All Costs of Our Program

When evaluating the overall costs and benefits of the Betterment Program, Clients should consider not just our Advisory Fees, but also the Betterment Advisory Fees (which includes the cost of the purchases and sales of securities for the Client's Betterment Program account), and the ETF Expenses. Clients should consider carefully all the direct and indirect fees and expenses of our services and the investment products we recommend to fully understand the total costs and assess the value of our services.

Account Billing Administration Fees

As one of its services, Betterment Adviser will perform account billing administration, whereby it will act as a billing service provider, to calculate and deduct from the Client's account our Advisory Fee together with the advisory fee owed to it through the Betterment Program and pays the applicable parties. The Client account will not be charged separately for this service Betterment Adviser performs for our benefit; however, if Betterment Adviser did not provide this service, it is possible that the fees the Client paid might be lower.

Information about Wrap Fee Programs

The Betterment Program is a "wrap fee" program. The Client receives the Form ADV Part 2A Appendix 1 Wrap Fee Brochure from Betterment Adviser, which is the sole sponsor under the Betterment Program. Because Firethorn is not compensated for sponsoring, organizing, or administering the Betterment Program, and does not recommend any third-party managers, it is not a sponsor of the Betterment Program.

Wrap fee programs have important differences from traditional investment advisory arrangements. In a traditional investment advisory arrangement, the investment adviser provides investment advisory services for managing the Client's account, and then charges the Client an advisory fee that is based on a percentage of the account's assets (referred to as an "asset-based fee"). When the investment adviser places trade orders with a broker-dealer to invest the account's assets, the account pays brokerage commissions for the broker's services in executing the trade plus related costs (referred to as "transaction-based costs").

By contrast, in a wrap fee program, the Client pays a single fee (the "wrap fee") that includes both the advisory services of the account's investment adviser and the brokerage services of the account's broker

and may also include custodial services of the account's custodian. The wrap fee is based on a percentage of the account's assets. In the Betterment Program, the fees payable to Betterment Adviser for its advisory services, and Betterment Securities, for its brokerage services, are combined and deducted from the Betterment Custodial Account. In addition, Firethorn's Advisory Fee, which is owed pursuant to the Client's Advisory Agreement, not the Betterment Agreement, will also be deducted from the Betterment Account.

Although wrap fee programs can be beneficial for some Clients, they are not appropriate for everyone. Some Clients may pay higher overall costs in a wrap program than in a traditional program where they pay separately for investment advisory services and brokerage costs. The benefits of a wrap fee arrangement depend on a number of factors, most particularly the amount of the wrap fee, the number and frequency of account trades, and the types of securities the account will trade.

Wrap fee programs calculate their fees based, in part, on certain assumptions regarding their expected brokerage commissions and other transaction costs. Clients who do not expect their accounts to trade frequently or for whose accounts the total number of shares traded each year is relatively low may find a wrap fee arrangement to be more costly than a traditional program where the Client pays the separate costs of brokerage commissions and fees for investment advice.

A wrap fee arrangement is more likely to be beneficial for accounts that expect relatively frequent trading, such as where the account intends to pursue an active trading strategy using securities for which the transaction costs are relatively higher. In that case, the single wrap fee may cost less than the combined investment advisory fees and brokerage commissions that would be charged in a traditional arrangement. Clients who choose strategies with modest levels of trading may not incur sufficient transaction costs to justify the higher fees charged in a wrap fee program, as compared to a traditional arrangement where they pay commissions out-of-pocket.

Clients are cautioned to review the information regarding the costs of the wrap fee, the anticipated level of trading anticipated for their account, the approximate transaction costs and advisory fees they might incur in a traditional arrangement, among the other matters discussed in this Brochure, to understand the costs and factors they should consider when deciding whether to participate in (or to continue to participate in) the Betterment Program. No assumption should be made that any particular fee arrangement, such as a wrap fee arrangement or a portfolio management service will provide better returns than any other fee arrangement, service, or investment strategy. Fees paid by Clients in the Betterment Program may be more or less than fees charged for advisory, custodial or brokerage services offered separately, depending on the nature, size and frequency of account transactions, and other services.

Depending upon, among other things, the size of the account, changes in value over time, ability to negotiate fees or commissions, and the number of transactions, the amount of the wrap fee compensation may be more than what a Representative would receive if the Client participated in other programs, or if the Client paid separately for investment advice, brokerage and other services. Therefore, while wrap account compensation cannot be determined in advance, the Representative may have an incentive to recommend the Betterment Program over other programs or services.

Further, Clients should consider that the wrap fee arrangement creates a disincentive for Betterment Adviser and Betterment Broker to trade Betterment Program accounts because the execution costs of

each trade will reduce the potential profit from the Wrap Fee. A wrap program sponsor may have an incentive to limit referrals to or outright exclude from its program portfolio managers that trade actively.

Please refer to Item 8 for information about Firethorn's methods of analysis and investment strategies, the types of investments the Firm generally recommends, and the material risks involved with respect to the Investment Management Program. Refer to Item 12 for information regarding brokerage.

Other Outsourced Offerings

As mentioned, Firethorn provides various services to their clients. Firethorn my provide access to other services to assist clients with their planning needs. Services such as estate planning and wills, a co-branded savings account platform.

ITEM 5 – FEES AND COMPENSATION

The Firm offers services on a fee basis, which may include fixed and/or hourly fees, as well as fees based upon assets under management or advisement. Additionally, certain of the Firm's Supervised Persons, in their individual capacities, may offer insurance products under a separate commission-based arrangement.

Investment Management Fees

Firethorn offers wealth management services (which includes financial planning, consulting, reporting, due diligence, and investment management services) for an annual fee based on the amount of assets under management. This management fee is generally a range of 0.50% - 1.25%.

The annual fee is prorated and charged monthly, in advance, based upon the market value of the assets being managed by the Firm on the last day of the previous billing period. If assets in excess of $10,000 are deposited into or withdrawn from an account after the inception of a billing period, the fee payable with respect to such assets is adjusted to reflect the interim change in portfolio value. For the initial period of an engagement, the fee is calculated on a pro rata basis. In the event the advisory agreement is terminated, the fee for the final billing period is prorated through the effective date of the termination and the outstanding or unearned portion of the fee is charged or refunded to the client, as appropriate.

Additionally, for asset management services the Firm provides with respect to certain client holdings (e.g., held- away assets, accommodation accounts, alternative investments, etc.), the Firm may negotiate a fee rate that differs from the range set forth above.

Fee Discretion

The Firm may, in its sole discretion, negotiate to charge a lesser fee based upon certain criteria, such as anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, pre-existing/legacy client relationship, account retention and pro bono activities.

Financial Planning and Consultation Service

We will quote the client a fixed fee that is based on the estimate of time to complete the project, or will negotiate another fee arrangement for the client, pursuant to the Financial Planning & Consulting Agreement. The total estimated fee, as well as the ultimate fee that we charge you, is based on the scope and complexity of our engagement with you. We may require a negotiable retainer, which is calculated based on the estimated total financial planning or consulting fee with the remainder of the fee directly billed to you and due to us within thirty (30) days of your financial plan being delivered or consultation rendered to you. In all cases, we will not require a retainer exceeding $1,200 when services cannot be rendered within six (6) months. In the event that the client or Firethorn terminates the financial consulting engagement before completion of the financial plan or consultation, Firethorn will determine the fees due for the services already completed. For flat fee engagements, Clients may receive a pro-rata refund of unearned fees which will be based on the hours Advisor has spent on the engagement, billed at the Advisor's hourly rate for such engagements. If the retainer previously paid by you is more than the fees due, Firethorn will refund the amount of the unearned fees to you. If the amount due is more than the retainer we collected from you, Firethorn will send you an invoice for the remainder due, which will be due within thirty (30) days of the invoice date. For ongoing engagements, Clients will receive a pro-rata refund for any remaining days left in the quarter in which the contract was terminated.

Education Advisory and Consulting ("EAC") Fees

We will quote the client fee separate from the Investment Management and Financial Planning and Consulting fees. The flat fee will be $500 per engagement pursuant to the Financial Planning & Consulting Agreement. The fee will be waived for the service it the client has $1,000,000 or more being currently managed by Firethorn. In the event that the client or Firethorn terminates the EAC engagement before completion of the plan or consultation, Firethorn will determine the fees due for the services already completed. Clients may receive a pro-rata refund of unearned fees which will be based on the hours Advisor has spent on the engagement, billed at the Advisor's hourly rate for such engagements.

Additional Fees and Expenses

In addition to the advisory fees paid to the Firm, clients may also incur certain charges imposed by other third parties, such as broker-dealers, custodians, trust companies, banks, outsourced services and other financial institutions (collectively "Financial Institutions"). These additional charges may include securities brokerage commissions, transaction fees, custodial fees, fees attributable to alternative assets, reporting charges, margin costs, charges imposed directly by a mutual fund or ETF in a client's account, as disclosed in the fund's prospectus (e.g., fund management fees and other fund expenses), deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions. In addition, fees charged by the Independent Managers are charged to the clients separately. The Firm's brokerage practices are described at length in Item 12, below.

Direct Fee Debit

Clients generally provide the Firm and/or the Independent Managers with the authority to directly debit their accounts for payment of the investment advisory fees. The Financial Institutions that act as the qualified custodian for client accounts, from which the Firm retains the authority to directly deduct fees, have agreed to send statements to clients not less than quarterly detailing all account transactions, including any amounts paid to the Firm.

Insurance Fees

We do not receive "trailer" or SEC Rule 12b-1 fees from an investment company that may be recommended to a client. Fees charged by such issuers are detailed in prospectuses or product descriptions and interested investors are always encouraged to read these documents before investing. Our firm and its associates receive none of these described or similar fees or charges.

When a client purchases an insurance policy (i.e., fixed annuity, life insurance policy, disability insurance policy, property/casualty insurance policy, etc.), a commission is normally paid to both an insurance agency and an insurance agent. Anytime a commission is involved a conflict of interest exists. We have intentionally structured our firm to reduce this conflict of interest by not paying any direct commissions to individuals for insurance business recommended and by requiring that any agent agree to and acknowledge they are not allowed to receive commissions from any insurance provider while affiliated with our firm. Instead of paying commissions to an agent, compensation is paid by the insurance company to our affiliated insurance agency. While the agent is not paid a direct commission, our holding company, insurance agency affiliate, as well as our firm personnel benefit from this arrangement since revenue earned from this business activity may be used to offset operating expenses, provide shareholder distributions, etc. Our advisory firm and its associates take their responsibilities seriously and recommend services we believe appropriate for each client. Please refer to Items 10 and 11 of this firm brochure, in addition to Item 4 of an associate's brochure supplement for details.

Our clients always have the right to purchase recommended or similar investments or insurance products through a provider of their choice.

Account Additions and Withdrawals

Clients may make additions to and withdrawals from their account at any time, subject to available liquidity and the Firm's right to terminate an account. Additions may be in cash or securities provided that the Firm reserves the right to liquidate any transferred securities or declines to accept particular securities into a client's account. Clients may withdraw account assets on notice to the Firm, subject to the usual and customary securities settlement procedures as well as any liquidity restraints in the event a portion of the portfolio is invested in less liquid products. The Firm generally designs its portfolios as long-term investments, and the withdrawal of assets may impair the achievement of a client's investment objectives. The Firm may consult with its clients about the options and implications of transferring securities. Clients are advised that when transferred securities are liquidated, they may be subject to transaction fees, short-term redemption fees, fees assessed at the mutual fund level (e.g., contingent deferred sales charges) and/or tax ramifications.

Commissions and Sales Charges for Recommendations of Securities

Clients can engage certain persons associated with the Firm (but not the Firm directly) to render securities brokerage services under a separate commission-based arrangement. Clients are under no obligation to engage such persons and may choose brokers or agents not affiliated with Firethorn.

Under this arrangement, the Firm's Supervised Persons, in their individual capacities as registered representatives of Kingswood Capital Partners. ("Kingswood"), may provide securities brokerage services and implement securities transactions under a separate commission-based arrangement. Supervised Persons may be entitled to a portion of the brokerage commissions paid to Kingswood, as well as a share of any ongoing distribution or service (trail) fees from the sale of mutual funds. Firethorn may also recommend no-load or load-waived funds, where no sales charges are assessed. Prior to effecting any transactions, clients are required to enter into a separate account agreement with Kingswood.

A conflict of interest exists to the extent that Firethorn recommends the purchase or sale of securities where its Supervised Persons receive commissions or other additional compensation as a result of the Firm's recommendation. The Firm has procedures in place to ensure that any recommendations made by such Supervised Persons are in the best interest of clients. For certain accounts covered by the Employee Retirement Income Security Act of 1974 ("ERISA") and such others that Firethorn, in its sole discretion, deems appropriate, the Firm may provide its investment advisory services on a fee-offset basis. In this scenario, Firethorn may offset its fees by an amount equal to the aggregate commissions and 12b-1 fees earned by the Firm's Supervised Persons in their individual capacities as registered representatives of Kingswood.

ITEM 6 – PERFORMANCE-BASED FEES AND SIDE-BY-SIDE MANAGEMENT

Firethorn may recommend that clients invest assets in products that pay performance-based fees to their managers. Firethorn may perform services for performance-based fees (i.e., a fee based on a share of capital gains or capital appreciation of a client's assets) and does not receive any of the performance-based fees that may be earned by the managers of the products it recommends.

ITEM 7 – TYPES OF CLIENTS

Firethorn offers investment advice to individuals, pension and profit-sharing plans, trusts, estates, charitable organizations, corporations and other business entities.

Minimum Account Requirements

The Firm does not impose a stated minimum fee or minimum portfolio value for starting and maintaining an investment management relationship. Certain Independent Managers may, however, impose more restrictive account requirements and billing practices from the Firm. In these instances, the Firm may alter its corresponding account requirements and/or billing practices to accommodate those of the Independent

Managers.

ITEM 8 – METHODS OF ANALYSIS, INVESTMENT STRATEGIES AND RISK OF LOSS

Methods of Analysis and Investment Strategies

Asset allocation, when combined with successful implementation, discipline and manager selection, is critical when striving to meet both long and short-term investment objectives. We believe asset allocation to be essential to reducing overall portfolio risk and volatility. Adhering to our clients' individual investment objectives, Firethorn works to design custom portfolios using a variety of traditional and alternative asset categories.

Firethorn works directly with top-tier industry service providers to perform both qualitative and quantitative analytics on each of our investment managers and their products. The Firm uses only managers and products that have been fully vetted and have met the high standards of our Investment Committee. The result of this thorough research and analytical process allows Firethorn to build portfolios using diversified investment manager products.

Investment Strategies

Investment strategies employed are varied and are highly dependent upon the specific needs and investment objectives of each Firethorn Wealth Partners client. The Firm will make use of an Investment Committee that will carefully examine both the risks and potential outcomes of each investment made on behalf of each client.

Firethorn Wealth Partners will utilize traditional strategies using both traditional investment products such as stocks, bond, ETFs and mutual funds, but will also take advantage of the unique characteristics offered through alternative investments such as structured products, fund of funds, limited partnerships, private equity and other products that present the opportunity to hedge client portfolios in down markets as well as make critical use of non-correlated asset classes.

Firethorn Wealth Partners will also provide a variety of investment models created with unique investment objectives that will serve to meet clients' investment needs in ways that seek to be both cost-effective and efficient to manage.

Risk of Loss

Market Risks

Investing involves risk, including the potential loss of principal, and all investors should be guided accordingly. The profitability of a significant portion of Firethorn Wealth Partners' recommendations and/or investment decisions may depend to a great extent upon correctly assessing the future course of price movements of stocks, bonds and other asset classes. There can be no assurance that Firethorn Wealth Partners will be able to predict those price movements accurately or capitalize on any such assumptions.

Mutual Funds and Exchange Traded Funds (ETFs)

An investment in a mutual fund or exchange traded funds (ETFs) involves risk, including the loss of principal. Mutual fund and ETF shareholders are necessarily subject to the risks stemming from the individual issuers of the fund's underlying portfolio securities. Such shareholders are also liable for taxes on any fund-level capital gains, as mutual funds and ETFs are required by law to distribute capital gains in the event they sell securities for a profit that cannot be offset by a corresponding loss.

Shares of mutual funds are generally distributed and redeemed on an ongoing basis by the fund itself or a broker acting on its behalf. The trading price at which a share is transacted is equal to a fund's stated daily per share net asset value ("NAV"), plus any shareholders fees (e.g., sales loads, purchase fees, redemption fees). The per share NAV of a mutual fund is calculated at the end of each business day, although the actual NAV fluctuates with intraday changes to the market value of the fund's holdings. The trading prices of a mutual fund's shares may differ significantly from the NAV during periods of market volatility, which may, among other factors, lead to the mutual fund's shares trading at a premium or discount to actual NAV.

Shares of ETFs are listed on securities exchanges and transacted at negotiated prices in the secondary market. Generally, ETF shares trade at or near their most recent NAV, which is generally calculated at least once daily for indexed based ETFs and potentially more frequently for actively managed ETFs. However, certain inefficiencies may cause the shares to trade at a premium or discount to their pro rata NAV. There is also no guarantee that an active secondary market for such shares will develop or continue to exist. Generally, an ETF only redeems shares when aggregated as creation units (usually 20,000 shares or more). Therefore, if a liquid secondary market ceases to exist for shares of a particular ETF, a shareholder may have no way to dispose of such shares.

Use of Independent Managers

As stated above, Firethorn Wealth Partners may select certain Independent Managers to manage a portion of its clients' assets. In these situations, Firethorn Wealth Partners continues to conduct ongoing due diligence of such managers, but such recommendations rely to a great extent on the Independent Mangers' ability to successfully implement their investment strategies. In addition, Firethorn Wealth Partners generally may not have the ability to supervise the Independent Mangers on a day-to-day basis.

Use of Private Collective Investment Vehicles

Firethorn Wealth Partners may recommend that certain clients invest in privately placed collective investment vehicles (e.g., hedge funds, private equity funds, etc.). The managers of these vehicles have broad discretion in selecting the investments. There are few limitations on the types of securities or other financial instruments which may be traded and no requirement to diversify. Hedge funds may trade on margin or otherwise leverage positions, thereby potentially increasing

the risk to the vehicle. In addition, because the vehicles are not registered as investment companies, there is an absence of regulation. There are numerous other risks in investing in these securities. Clients should consult each fund's private placement memorandum and/or other documents explaining such risks prior to investing.

Real Estate Investment Trusts (REITs)

The Firm may recommend an investment in, or allocate assets among, various real estate investment trusts ("REITs"), the shares of which exist in the form of either publicly traded or privately placed securities. REITs are collective investment vehicles with portfolios comprised primarily of real estate and mortgage related holdings. Many REITs hold heavy concentrations of investments tied to commercial and/or residential developments, which inherently subject REIT investors to the risks associated with a downturn in the real estate market. Investments linked to certain regions that experience greater volatility in the local real estate market may give rise to large fluctuations in the value of the vehicle's shares. Mortgage related holdings may give rise to additional concerns pertaining to interest rates, inflation, liquidity and counterparty risk.

Liquidity

The Firm may recommend investments intended for longer-term investment, such as private real estate opportunities. These types of investments may be less liquid, meaning funds may not be readily available for withdrawal by the client. The risk of illiquidity shall be measured against the potential return of the product and the position size as well as the client's investment specific return and investment objectives to ensure the risk is appropriate.

Options

Options allow investors to buy or sell a security at a contracted "strike" price at or within a specific period of time. Clients may pay or collect a premium for buying or selling an option. Investors transact in options to either hedge (i.e., limit) losses in an attempt to reduce risk or to speculate on the performance of the underlying securities. Options transactions contain a number of inherent risks, including the partial or total loss of principal in the event that the value of the underlying security or index does not increase/decrease to the level of the respective strike price. Holders of options contracts are also subject to default by the option writer which may be unwilling or unable to perform its contractual obligations.

Use of Margin

While the use of margin borrowing can substantially improve returns, it may also increase overall portfolio risk. Margin transactions are generally affected using capital borrowed from a Financial Institution, which is secured by a client's holdings. Under certain circumstances, a lending Financial Institution may demand an increase in the underlying collateral. If the client is unable to provide the additional collateral, the Financial Institution may liquidate account assets to satisfy the client's outstanding obligations, which could have extremely adverse consequences. In addition, fluctuations in the amount of a client's borrowings and the corresponding interest rates

may have a significant effect on the profitability and stability of a client's portfolio.

Structured Products

Firethorn may recommend an investment in, or allocate assets among, various structured products. Structured products are unsecured obligations of an issuer with a return, generally paid at maturity, which is linked to the performance of an underlying asset. In addition to the risks that apply to all investments in securities, investing in structured products may involve different types of risk and possibly greater levels of risk. These risks include, but are not limited to the following:

a. Issuer credit risk. A structured product is an unsecured obligation of the applicable issuer. Any payment on a structured product, including any repayment of principal, is subject to the creditworthiness of the issuer. If the issuer becomes bankrupt or is unable to pay its obligations as they come due, you may lose some or all of your investment.

b. Risk of loss. Many structured products subjects you to the downside market risk of the underlying asset. Depending on the product, you may lose some or all of your investment if the underlying asset declines in value. In addition, if we decide to sell a structured product before it matures, you may lose some or all of your investment, regardless of any market risk reduction feature the product may offer.

   i. Potential returns may be limited. Potential returns on a structured product may be limited. You may not participate in the growth potential of the underlying asset beyond a certain limit or at all.

   ii. Performance before maturity. In addition to the performance of the underlying asset, structured product fees and market factors, such as fluctuations in interest rates, that influence the price of bonds and options generally will also affect the value of a structured product before it matures. Therefore, the value of a structured product before it matures may be more or less than its initial price and may be substantially different than the payment expected at maturity. A structured product must be held to maturity to receive the stated payout from the issuer, including any repayment of principal.

iii. No guarantee of liquidity. Structured products are generally not listed on any exchange. A secondary trading market for a structured product may not develop. Typically, any available liquidity is provided by the issuer as a service to investors, but the issuer is not obligated to provide a secondary market. As a result, we may not be able to sell the structured product before it matures. If we are able to sell a structured product in the secondary market, it may be at a significant discount. With that in mind, you should be prepared to hold your structured product to maturity.

iv. Potential conflicts. The issuer of a structured product and its affiliates may play a variety of roles in connection with the structured product, including acting as calculation agent and hedging the issuer's obligations under the structured product. In performing these duties, the

economic interests of the calculation agent and other affiliates of the issuer may be adverse to your interests as an investor in the structured product.

v. Taxation. The tax treatment of a structured product may be very different than that of a traditional investment or of the underlying asset. Significant aspects of the tax treatment of a structured product may be uncertain.

ITEM 9 – DISCIPLINARY INFORMATION

The Firm has not been involved in any legal or disciplinary events that are material to a client's evaluation of its advisory business or the integrity of its management.

ITEM 10 – OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS

This item requires investment advisers to disclose certain financial industry activities and affiliations. The Supervised Persons providing services through Firethorn do not have any other activities or affiliations to disclose.

Registered Representatives of a Broker/Dealer

Certain of the Firm's Supervised Persons are registered representatives of Kingswood, and may provide clients with securities brokerage services under a separate commission-based arrangement. This arrangement is described at length in Item 5. This arrangement allows Firethorn's Supervised Persons to offer certain qualified clients trading services, which gives the Firm the ability to execute trades through Kingswood of client assets as defined in Item 12.

High Yield Cash account

The Adviser and its representatives may refer clients to invest in a high-yield federally insured cash account operated by Stone Castle Cash Management, LLC. The Adviser may receive compensation for client participation in this product, such as an advisory fee or a percentage of the yield associated with this product.

A recommendation by the Adviser that a client participate in this product presents a conflict of interest, as the receipt of related compensation may provide an incentive to recommend the product based on such compensation, rather than on a particular client's need. The client is not under any obligation to purchase this, or any product(s) or services recommended by the Adviser or its representatives. Clients are reminded that they may purchase or select other potentially similar products or services recommended by the Adviser through parties from which the Adviser does not stand to receive any additional benefit or compensation.

ITEM 11 – CODE OF ETHICS

The Firm has adopted a code of ethics in compliance with applicable securities laws ("Code of Ethics") that sets forth the standards of conduct expected of its Supervised Persons. The Firm's Code of Ethics contains written policies reasonably designed to prevent certain unlawful practices such as the use of material non-public information by the Firm or any of its Supervised Persons and the trading by the same of securities ahead of clients in order to take advantage of pending orders.

The Code of Ethics also requires certain of the Firm's personnel to report their personal securities holdings and transactions and obtain pre-approval of certain investments (e.g., initial public offerings, limited offerings). However, the Firm's Supervised Persons are permitted to buy or sell securities that it also recommends to clients if done in a fair and equitable manner that is consistent with the Firm's policies and procedures. This Code of Ethics has been established recognizing that some securities trade in sufficiently broad markets to permit transactions by certain personnel to be completed without any appreciable impact on the markets of such securities. Therefore, under limited circumstances, exceptions may be made to the policies stated below.

When the Firm is engaging in or considering a transaction in any security on behalf of a client, no Supervised Person will access to this information may knowingly effect for themselves or for their immediate family (i.e., spouse, minor children and adults living in the same household) a transaction in that security unless:

- the transaction has been completed;
- the transaction for the Supervised Person is completed as part of a batch trade with clients; or
- a decision has been made not to engage in the transaction for the client.

These requirements are not applicable to: (i) direct obligations of the Government of the United States; money market instruments, bankers' acceptances, bank certificates of deposit, commercial paper, repurchase agreements and other high quality short-term debt instruments, including repurchase agreements; (iii) shares issued by mutual funds or money market funds; and (iv) shares issued by unit investment trusts that are invested exclusively in one or more mutual funds.

Clients and prospective clients may contact the Firm to request a copy of its Code of Ethics.

ITEM 12 – BROKERAGE PRACTICES

Recommendation of Broker/Dealers for Client Transactions

The Firm generally recommends that clients utilize the custody, brokerage and clearing services of Schwab or Fidelity (the "Custodian") for investment management accounts.

Factors which the Firm considers in recommending Schwab or Fidelity or any other broker-dealer to clients include their respective financial strength, reputation, execution, pricing, research and service. The Custodian may enable the Firm to obtain many mutual funds without transaction charges and other securities at nominal transaction charges. The commissions and/or transaction fees charged by the

Custodian may be higher or lower than those charged by other Financial Institutions.

The commissions paid by the Firm's clients to the Custodian comply with the Firm's duty to obtain "best execution." Clients may pay commissions that are higher than another qualified Financial Institution might charge to effect the same transaction where the Firm determines that the commissions are reasonable in relation to the value of the brokerage and research services received. In seeking best execution, the determinative factor is not the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a Financial Institution's services, including among others, the value of research provided, execution capability, commission rates and responsiveness. The Firm seeks competitive rates but may not necessarily obtain the lowest possible commission rates for client transactions.

Transactions may be cleared through other broker-dealers with whom the Firm and its custodians have entered into agreements for prime brokerage clearing services. Should an account make use of prime brokerage, the client may be required to sign an additional agreement and additional fees are likely to be charged.

Consistent with obtaining best execution, brokerage transactions may be directed to certain broker/dealers in return for investment research products and/or services which assist the Firm in its investment decision-making process. Such research generally will be used to service all of the Firm's clients, but brokerage commissions paid by one client may be used to pay for research that is not used in managing that client's portfolio. The receipt of investment research products and/or services as well as the allocation of the benefit of such investment research products and/or services poses a conflict of interest because the Firm does not have to produce or pay for the products or services.

The Firm periodically and systematically reviews its policies and procedures regarding its recommendation of Financial Institutions in light of its duty to obtain best execution.

Software and Support Provided by Financial Institutions

The Firm may receive without cost from Schwab or Fidelity computer software and related systems support, which allow the Firm to better monitor client accounts maintained at Schwab or Fidelity. The Firm may receive the software and related support without cost because the Firm renders investment management services to clients that maintain assets at Schwab or Fidelity. The software and support is not provided in connection with securities transactions of clients (i.e., not "soft dollars"). The software and related systems support may benefit the Firm, but not its clients directly. In fulfilling its duties to its clients, the Firm endeavors at all times to put the interests of its clients first. Clients should be aware, however, that the Firm's receipt of economic benefits from a broker/dealer creates a conflict of interest since these benefits may influence the Firm's choice of broker/dealer over another that does not furnish similar software, systems support orservices. Specifically, the Firm may receive the following benefits from Schwab or Fidelity:

- Receipt of duplicate client confirmations and bundled duplicate statements;

- Access to a trading desk that exclusively services its institutional traders;
- Access to block trading which provides the ability to aggregate securities transactions and then allocate the appropriate shares to client accounts; and
- Access to an electronic communication network for client order entry and account information.

Brokerage for Client Referrals

The Firm does not consider, in selecting or recommending broker/dealers, whether the Firm receives client referrals from the Financial Institutions or other third party.

Directed Brokerage

The client may direct the Firm in writing to use a particular Financial Institution to execute some or all transactions for the client. In that case, the client will negotiate terms and arrangements for the

account with that Financial Institution and the Firm will not seek better execution services or prices from other Financial Institutions or be able to "batch" client transactions for execution through other Financial Institutions with orders for other accounts managed by the Firm (as described above). As a result, the client may pay higher commissions or other transaction costs, greater spreads or may receive less favorable net prices, on transactions for the account than would otherwise be the case. Subject to its duty of best execution, the Firm may decline a client's request to direct brokerage if, in the Firm's sole discretion, such directed brokerage arrangements would result in additional operational difficulties.

Trade Aggregation

Transactions for each client generally will be effected independently, unless the Firm decides to purchase or sell the same securities for several clients at approximately the same time. The Firm may (but is not obligated to) combine or "batch" such orders to obtain best execution, to negotiate more favorable commission rates or to allocate equitably among the Firm's client's differences in prices and commissions or other transaction costs that might not have been obtained had such orders been placed independently. Under this procedure, transactions will generally be averaged as to price and allocated among the Firm's clients pro rata to the purchase and sale orders placed for each client on any given day. To the extent that the Firm determines to aggregate client orders for the purchase or sale of securities, including securities in which the Firm's Supervised Persons may invest, the Firm generally does so in accordance with applicable rules promulgated under the Advisers Act and no-action guidance provided by the staff of the U.S. Securities and Exchange Commission. The Firm does not receive any additional compensation or remuneration as a result of the aggregation.

In the event that the Firm determines that a prorated allocation is not appropriate under the particular circumstances, the allocation will be made based upon other relevant factors, which may include: (i) when only a small percentage of the order is executed, shares may be allocated to the account with the smallest order or the smallest position or to an account that is out of line with respect to security or sector weightings relative to other portfolios, with similar mandates; (ii) allocations may be given to one account when one account has limitations in its investment guidelines which prohibit it from purchasing other

securities which are expected to produce similar investment results and can be purchased by other accounts; (iii) if an account reaches an investment guideline limit and cannot participate in an allocation, shares may be reallocated to other accounts (this may be due to unforeseen changes in an account's assets after an order is placed); (iv) with respect to sale allocations, allocations may be given to accounts low in cash; (v) in cases when a pro rata allocation of a potential execution would result in a de minimis allocation in one or more accounts, the Firm may exclude the account(s) from the allocation; the transactions may be executed on a pro rata basis among the remaining accounts; or (vi) in cases where a small proportion of an order is executed in all accounts, shares may be allocated to one or more accounts on a random basis.

ITEM 13 – REVIEW OF ACCOUNTS

Account Reviews

The Firm monitors client portfolios on a continuous and ongoing basis while regular account reviews are conducted on at least an annual basis. Such reviews are conducted by the Firm's Investment Committee and/or investment adviser representatives and are intended to fulfil the Firm's fiduciary obligations to their advisory clients. All advisory clients are encouraged to discuss their needs, goals and objectives with Firethorn and to keep the Firm informed of any changes thereto. Firethorn contacts ongoing investment advisory clients at least annually to review its previous services and/or recommendations and quarterly to discuss the impact resulting from any changes in the client's financial and/or investment objectives.

Account Statements and Reports

Clients are provided with transaction confirmation notices and regular summary account statements directly from the Financial Institutions where their assets are custodied. From time-to-time or as otherwise requested, clients may also receive written or electronic reports from the Firm and/or an outside service provider, which contain certain account and/or market-related information, such as an inventory of account holdings or account performance. Clients should compare the account statements they receive from their custodian with any documents or reports they receive from the Firm or an outside service provider.

ITEM 14 – CLIENT REFERRALS AND OTHER COMPENSATION

Client Referrals

The Firm may provide compensation to third-party solicitors for client referrals. In the event a client is introduced to the Firm by either an unaffiliated or an affiliated solicitor, the Firm may pay that solicitor a referral fee in accordance with applicable state securities laws. Unless otherwise disclosed, any such referral fee is paid solely from the Firm's investment management fee and does not result in any additional charge to the client. If the client is introduced to the Firm by an unaffiliated solicitor, the solicitor is required to provide the client with the Firm's written brochure(s) and a copy of a solicitor's disclosure statement containing the terms and conditions of the solicitation arrangement. Any affiliated solicitor of the Firm is required to disclose the nature of his or her relationship to prospective clients at the time of the solicitation and will provide all prospective clients with a copy of the Firm's written

brochure(s) at the time of the solicitation.

ITEM 15 – CUSTODY

The Advisory Agreement and/or the separate agreement with any Financial Institution generally authorize the Firm and/or the Independent Managers to debit client accounts for payment of the Firm's fees and to directly remit that those funds to the Firm in accordance with applicable custody rules. The Financial Institutions that act as the qualified custodian for client accounts have agreed to send statements to clients not less than quarterly detailing all account transactions, including any amounts paid to the Firm. Additionally, the Firm has the ability to disburse or transfer certain client funds pursuant to Standing Letters of Authorization executed by clients.

In addition, as discussed in Item 13, the Firm may also send periodic supplemental reports to clients. Clients should carefully review the statements sent directly by the Financial Institutions and compare them to those received from the Firm.

Third-Party Standing Letters of Authorization ("SLOA")

Our firm is deemed to have custody of clients' funds or securities when clients have standing authorizations with their custodian to move money from a client's account to a third-party ("SLOA") and, under that SLOA, it authorizes us to designate the amount or timing of transfers with the custodian.

The SEC has set forth a set of standards intended to protect client assets in such situations, which we follow. By working with the qualified custodian, the Firm has in place seven provisions set forth by the SEC to assist in mitigating risk. The below must be followed to clients withthird-party SLOAs:

1. The client provides an instruction to the qualified custodian, in writing, that includes the client's signature, the third party's name, and either the third party's address or the third party's account number at a custodian to which the transfer should be directed.

2. The client authorizes the Firm, in writing, either on the qualified custodian's form or separately, to direct transfers to the third party either on a specified schedule or from time to time.

3. The client's qualified custodian performs appropriate verification of the instruction, such as a signature review or other method to verify the client's authorization and provides a transfer of funds notice to the client promptly after each transfer.

4. The client can terminate or change the instruction to the client's qualified custodian.

5. The Firm has no authority or ability to designate or change the identity of the third party, the address, or any other information about the third party contained in the client's instruction.

6. The Firm maintains records showing that the third party is not a related party of Firm or located at the same address as the Firm.

7. The client's qualified custodian sends the client, in writing, an initial notice confirming the instruction and an annual notice reconfirming the instruction.

As stated earlier in this section, account statements reflecting all activity on the account(s), are delivered directly from the qualified custodian to each client or the client's independent representative, at least quarterly. You should carefully review those statements and are urged to compare the statements against reports received from us. When you have questions about your account statements, you should contact us, your Advisor or the qualified custodian preparing the statement.

ITEM 16 – INVESTMENT DISCRETION

The Firm may be given the authority to exercise discretion on behalf of clients. The Firm is considered to exercise investment discretion over a client's account if it can effect and/or direct transactions in client accounts without first seeking their consent. The Firm is given this authority through a power-of- attorney included in the agreement between the Firm and the client. Clients may request a limitation on this authority (such as certain securities not to be bought or sold). The Firm takes discretion over the following activities:

- The securities to be purchased or sold;
- The amount of securities to be purchased or sold;
- When transactions are made; and
- The Independent Managers to be hired or terminated.

ITEM 17 – VOTING CLIENT SECURITIES

It is the Firm's policy not to accept voting authority over any client's proxies.

ITEM 18 – FINANCIAL INFORMATION

The Firm is not required to disclose any financial information due to the following:

- The Firm does not require or solicit the prepayment of more than $1,200 in fees six months or more in advance of services rendered;
- The Firm does not have a financial condition that is reasonably likely to impair its ability to meet contractual commitments to clients; and
- The Firm has not been the subject of a bankruptcy petition at any time during the past ten years.