



YOUR LIFE IS MORE THAN A BUSINESS TRANSACTION

Hedgefield Wealth Management

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This Brochure provides information about the qualifications and business practices of Hedgefield Wealth Management (“us,” “we,” “our”). If you have any questions about the contents of this Brochure, please contact us at (844) 433-4396 or via email at kyle@hedgefieldwm.com. 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 Hedgefield Wealth Management is also available via the SEC’s website www.adviserinfo.sec.gov. You can search this site by using a unique identifying number, known as a CRD number. The CRD number for Hedgefield Wealth Management is 292442. The SEC’s web site also provides information about any persons affiliated with Hedgefield Wealth Management who are registered or are required to be registered as Investment Adviser Representatives of Hedgefield Wealth Management.

Hedgefield Wealth Management 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 provide you with information that you may use to determine whether to hire or retain them.

Item 2 – Material Changes

Since our annual amendment filing on March 19, 2021, we have the following material change to disclose:

- Hedgefield Wealth Management has updated Item 8.
- Hedgefield Wealth Management has updated Item 10.

In the future, this section of the Brochure will discuss only the specific material changes that were made to the Brochure and will provide you with a summary of all material changes that have occurred since the last filing of this Brochure. This section will also identify the date of our last annual Brochure update.

We will ensure that you receive a summary of any material changes to this and subsequent Brochures within 90 days of the close of our business' fiscal year-end, which is December 31. We will provide other ongoing disclosure information about material changes as they occur. We will also provide you with information on how to obtain the complete Brochure. Currently, our Brochure may be requested at any time, without charge, by contacting Kyle Eaton at (844) 433-4396.

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Item 4 – Advisory Business Introduction

Our Advisory Business

Hedgefield Wealth Management is a registered investment adviser. The Adviser was founded in 2018. The Adviser's principal owner is Kyle Eaton. Kyle Eaton also serves as the Adviser's Chief Compliance Officer.

Services

Hedgefield Wealth Management offers asset management, financial planning, and consulting services with an emphasis on building portfolios designed to meet the needs of our clients. Our focus is on helping you develop and execute plans that are designed to build and preserve your wealth. We are available during regular business hours either by telephone, email, or in-person by appointment to answer your questions.

Active Asset Management

Tailored Asset Management Services

As part of the active asset management process, we will meet with you to discuss your financial circumstances, investment goals, and objectives to determine your risk tolerance. We will ask you to provide statements summarizing current investments, income, and other earnings, recent tax returns, retirement plan information, other assets and liabilities, wills and trusts, insurance policies, and additional pertinent information.

Based on the information you share with us, we will analyze your situation and tailor a portfolio with appropriate asset allocations and investment strategy[ies]. Our recommendations and ongoing management are based upon your investment goals, objectives, and risk tolerance. We will monitor the account, trade as necessary, and communicate regularly with you.

We will work with you on an ongoing basis to evaluate your asset allocation as well as rebalance your portfolio to keep it in line with your goals as necessary. We will be reasonably available to help you with questions about your account.

* Please note that under the investment advisory agreement, you are obligated to notify us promptly when your financial situation, goals, objectives, or needs change. *

You shall have the ability to impose restrictions on the management of your account.

Under certain conditions, securities from outside accounts may be transferred into your advisory account; however, we may recommend that you sell any security if we believe that it is not suitable for the current recommended investment strategy. Additionally, trading may be required to meet initial allocation targets, after substantial cash deposits that require investment allocation, and/or after a request for a withdrawal that requires liquidation of a position.

Periodically, your account may need to be rebalanced or reallocated to reestablish the targeted percentages of your initial asset allocation. This rebalancing or reallocation will occur as required or according to the schedule we have determined together.

You will be responsible for all tax consequences resulting from the sale of any security, rebalancing or reallocation of the account. You are responsible for any taxable events in these instances. We are not tax professionals and do not give tax advice. However, we will work with your tax professionals to assist you with tax planning.

You will be notified of any purchases or sales through trade confirmations and statements that are provided by the custodian. These statements list the total value of the account, itemize all transaction activity, and list the types, amounts, and total value of securities held. You will, at all times, maintain full and complete ownership rights to all assets held in your account, including the right to withdraw securities or cash, proxy voting, and receiving transaction confirmations.

We may also provide you with quarterly performance statements. These statements give you additional feedback regarding performance, educate you about our long-term investment philosophy, and describe any changes in current strategy and allocation along with the reasons for making these changes.

Model Portfolios

Depending upon your financial circumstances, investment goals and objectives, and risk tolerance, we may recommend one or more of the following model portfolio strategies:

PLANT – This portfolio is designed to meet the needs of individuals that are in the initial stages of retirement savings. This portfolio will have exposure to equities--domestic and international, real estate investment trusts, commodities, and currency. This portfolio is designed for individuals that are tolerant of risk and have a long investment horizon.

PROPAGATE – This portfolio is designed to meet the needs of individuals that have already progressed beyond the initial stage of retirement savings but have not yet reached retirement. A majority of the portfolio will be invested in equities--domestic and international, real estate investment trusts, commodities, and currency; however, this portfolio will also have a small portion allocated to fixed-income investments. Individuals who are invested in this portfolio should have a high-risk tolerance.

PROVIDE – This portfolio is designed to meet the needs of individuals that have retired or have met their retirement savings goals. A majority of the portfolio will be invested in equities--domestic and international, real estate investment trusts, commodities, and currency; however, a large component of the portfolio will also be allocated to fixed income. This fixed income component can be used to meet ongoing distribution needs. Individuals in this portfolio should have moderate risk tolerance.

PROTECT – This portfolio is designed to meet the needs of individuals that may not have the time horizon to recover from a significant market decline fully but still want market exposure as a way to deal with longevity risk. A majority of this portfolio will be invested in fixed-income investments but will include a smaller allocation to equities--domestic and international, real estate investment trusts, commodities, and currency. Individuals invested in this portfolio should have a low-risk tolerance.

Held Away Account Services

We provide an additional service for accounts we manage on a discretionary basis that are held away with other Custodians and otherwise known as “held away assets.” This allows us to leverage an Order Management System to implement asset allocation or rebalancing strategies on your behalf. These services are primarily for 401(k) accounts, variable annuities, and other assets. We regularly review the current holdings and available investment options in these accounts, monitor the accounts, rebalance, and implement our strategies.

At no point does Hedgefield have your online login credentials or take custody of these assets. Hedgefield access is restricted. We do not have the ability to change your address, your account beneficiaries, update your bank on file for withdrawals/deposits, or to move money on your behalf.

Financial Planning

We provide services including, but not limited to, cash flow planning, education planning, insurance planning and risk management, employee benefits planning, investment planning, income tax planning, retirement planning, and estate planning. Fee-based financial planning is a comprehensive relationship that incorporates many different aspects of your financial status into an overall plan that meets your goals and objectives. The financial planning relationship consists of face-to-face meetings and ad hoc meetings with you and/or your other advisors (attorneys, accountants, etc.) as necessary.

In performing financial planning services, we typically examine and analyze your overall financial situation, which may include issues such as taxes, insurance needs, overall debt, credit, business planning, retirement savings, and reviewing your current investment program. Our services may focus on all or only one of these areas, depending upon the scope of engagement

It is essential that you provide the information and documentation we request regarding your income, investments, taxes, insurance, estate plan, etc. We will discuss your investment objectives, needs, and goals, but you are obligated to inform us of any changes. We do not verify any information obtained from you, your attorney, accountant, or other professionals.

If you engage us to perform these services, you will receive a written agreement detailing the services, fees, terms, and conditions of the relationship. You will also receive this Brochure. You are under no obligation to implement recommendations through us. You may implement your financial plan through any financial organization of your choice.

We obtain information from a wide variety of publicly available sources. We do not have any inside private information about any investments that are recommended. All recommendations developed by us are based upon our professional judgment. We cannot guarantee the results of any of our recommendations. Choosing which advice to follow is your decision.

We can also work with you in a consulting capacity to create an Investment Policy Statement (IPS) that will serve as the roadmap to guide your wealth management program. Your IPS will incorporate many different aspects of your financial status into an overall plan designed to meet your goals and objectives. We will create a formal IPS and deliver it to you upon completion.

If you decide to implement our recommendations, we will help you open a custodial account(s). The funds in your account will generally be held in a separate account, in your name, at an independent custodian, and not with us. We recommend using TD Ameritrade Institutional, Division of TD Ameritrade, Inc., member FINRA/SPIC (“TD Ameritrade”), Shareholders Service Group, Inc. (“Shareholders Service Group” or “SSG”) and Capital Group as your custodian; however, you may use any custodian you wish.

Consulting Services

Consulting services may include, but are not limited to:

- Budget Planning
- Business Succession Planning
- Cash Flow Analysis
- Charitable Planning
- Debt Management
- Divorce Transition Planning
- Education Funding Planning
- Estate Planning Review
- Major Purchase Planning
- Individual Risk Tolerance Assessment
- Portfolio Risk Analysis

Educational Seminars/Workshops

We provide periodic educational seminars and workshops to clients/the general public.

Wrap Fee

The Adviser does not sponsor or participate in a third-party sponsored wrap fee program.

Assets Under Management

As of December 2021, Hedgefield Wealth Management has \$ 19,493,649 in discretionary assets under management.

Item 5 – Fees and Compensation

Asset Management Fee Schedule

The minimum account opening balance is \$250,000 for clients who engage us solely for asset management. The minimum account opening balance requirement may be negotiable based upon certain circumstances and at the Adviser’s discretion. The fee charged is based upon the amount of money invested. Multiple accounts of immediately-related family members, at the same mailing address, may be considered one consolidated account for billing purposes. Fees are charged quarterly in arrears. Payments are due and will be assessed on the first day of each quarter, and in most instances, based on the previous quarter’s daily average balance for the account under management. The Adviser will not pro-rate for deposits and withdrawals in the account during the billing period. We charge a

lower asset management fee for clients who engage us for asset management and financial planning. Fees will be calculated as follows:

Tiered fee Schedule

AUM	Fee for Accounts Held at SSG or TD Ameritrade	Fee for Held Away Account Services
\$0-\$2,000,000	0.50%	0.75%
Above \$2,000,000	0.25%	0.50%

Example Fee Calculation

$$\begin{array}{r}
 \text{First \$\#} \quad \times \quad \%/4 \quad = \quad \text{\#\#} \\
 \\
 \text{Next \$\#} \quad \times \quad \%/4 \quad = \quad \text{\#\#} \\
 \\
 + \quad \text{Next \$\#} \quad \times \quad \%/4 \quad = \quad \text{\#\#} \\
 \hline
 \text{Total Fee} \quad \quad \quad = \quad \text{\#\#}
 \end{array}$$

The following fee schedule applies to clients who engage us solely for asset management.

Tiered Fee Schedule

AUM	Fee for Accounts Held at SSG or TD Ameritrade	Fee for Accounts Held at a Custodian Other than SSG or TD Ameritrade
\$0-\$2,000,000	0.75%	1.00%
Above \$2,000,000	0.50%	0.75%

The fees shown above are annual fees and may be negotiable based upon certain circumstances. The Adviser has the ability to waive fees at their discretion. No increase in the annual fee shall be effective without prior written notification. Hedgefield Wealth Management believes the advisory fee is reasonable considering the fees charged by other investment advisers offering similar services/programs.

The Client shall be given thirty (30) days' prior written notice of any proposed increase in fees. Any increase in fees shall be accompanied by an amendment or the execution of a new contract, with signatures from both parties evidencing acceptance of the new fees.

The Adviser may charge for certain additional Assets managed for the Client by the Adviser, but not held by the Custodian (i.e., variable annuities, mutual funds, 401(k), and variable life).

Asset management fees must be paid by ACH debit or credit card via AdvicePay, or by direct debit from the Client's account at the custodian. If the Client elects to pay our asset management fees via ACH debit from their checking account, payment will be processed through a third-party vendor—AdvicePay, and we will not have access to the Client's bank account information.

*In order to provide investment advice on accounts held outside of our primary custodians, Hedgefield Wealth Management employs the use of aggregation and order management software. These software providers allow Hedgefield to establish a link between your outside accounts and Hedgefield Wealth Management's portfolio reporting software. The software providers gather both pricing and transactional information, which is then sent to Hedgefield via the portfolio aggregation software. The information allows us to determine holdings, daily account values, and performance figures for your account.

As stated under Item 5 above, we use an account's daily average balance over the last quarter to calculate the investment management fee; however, there are certain instances where the transactional information link from your outside account to our reporting software may encounter aggregation errors. These include but are not limited to changes to your username, password, account security questions, or to the layout of the website you use to access the outside account. In such instances, we will receive an alert that there is an aggregation error. In the case of incorrect passwords, you will receive an alert immediately to update your password in the aggregation software's client interface. In the case of changes to the website by the custodian of the account, the aggregation error may persist for an indeterminate amount of time. In such situations, the transaction and pricing information will not be updated in our reporting system. While we will make every effort to update the data manually, it will not always be possible to do so. For this reason, Hedgefield Wealth Management will not have access to the average daily balance on the affected accounts and will be forced to bill these non-discretionary accounts in arrears based on their end-of-quarter value.

In situations in which we are unable to establish a value at the end of a quarter, it will be the responsibility of the client to provide us—within ten business days of the quarter-end—the most recent month or quarter-end account statement.

Asset management fees must be paid by ACH debit or credit card via AdvicePay, or by direct debit from your Account at the Custodian. If you elect to pay our asset management fees via ACH debit from your checking account, payment will be processed through a third-party vendor—AdvicePay. We will not have access to your bank account information. If you elect to pay asset management fees from your Account at the Custodian, you will authorize the Custodian to pay directly to us upon receipt of notice, the Account's investment advisory services fee. Fee withdrawals will occur no more frequently than quarterly from your Account, unless specifically instructed otherwise by you.

The Custodian will send you a statement, at least quarterly, indicating all amounts disbursed from the Account, including the fee paid directly to us. Our access to the Assets in your Account will be limited to trading and the withdrawals authorized above. Additionally, we will send you an invoice reflecting the

amount of the fee, the previous quarter's average daily balance for your Account on which the fee was based, and the specific manner in which the fee was calculated.

Automatic Payment of Fee

If the Client elects to pay asset management fees via direct deduction from the Client's account at the custodian, the Client will agree to authorize the Custodian to pay directly to Hedgefield Wealth Management upon receipt of notice, the Account's investment advisory services fee. Fee withdrawals will occur no more frequently than quarterly from the Client's Account unless specifically instructed otherwise by the Client.

The Custodian will send the Client a statement, at least quarterly, indicating all amounts disbursed from the Account, including the fee paid directly to Hedgefield Wealth Management. Hedgefield Wealth Management's access to the Assets of the Account will be limited to trading and the withdrawals authorized above. Additionally, Hedgefield Wealth Management will send to the Client an invoice reflecting the amount of the fee, the previous quarter's average daily balance for the Client's Account on which the fee was based, and the specific manner in which the fee was calculated.

Third-Party Fees

Our fees do not include brokerage commissions, transaction fees, and other related costs and expenses. You may incur certain charges imposed by custodians and other third parties. These include fees charged by managers, custodial fees, 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. Mutual funds, money market funds, and exchange-traded funds (ETFs) also charge internal management fees, which are disclosed in the fund's prospectus. These fees may include, but are not limited to, a management fee, upfront sales charges, and other fund expenses. Certain strategies offered by us may involve investment in mutual funds and/or ETFs. Load and no-load mutual funds may pay annual distribution charges, sometimes referred to as "12(b)(1) fees". These 12(b)(1) fees come from fund assets, and thus indirectly from clients' assets. We do not receive any compensation from these fees. All of these fees are in addition to the management fee you pay us. You should review all fees charged to understand the total amount of fees you will pay fully. Services similar to those offered by us may be available elsewhere for more or less than the amounts we charge. Our brokerage practices are discussed in more detail under Item 12 – Brokerage Practices.

Financial Planning Fees

Hourly Planning Arrangements

We charge a fee of \$300 per hour for clients who engage us solely for financial planning. An estimate for total hours will be determined at the start of the advisory relationship. Hourly financial planning fees shall be paid upon the completion of the meeting or services. Fees are paid by check, or by using an ACH debit or credit card via AdvicePay. We have the ability to negotiate or waive the fees at our discretion.

Standalone Financial Plans

Hedgefield Wealth Management may also provide a comprehensive financial plan for a fixed-fee of \$5,000-30,000, which may be negotiable depending upon the nature and complexity of the Client's circumstances. The fee the Client will pay will be detailed in the financial planning agreement. A deposit

of \$100 of the fee will be due at the time the agreement is signed. The balance of the fixed fee for the comprehensive financial plan must be paid within 120 days of the date of execution of the financial planning agreement. The financial plan will be presented to the Client within 90 days of the contract date. Fees are paid by check, or by using an ACH debit or credit card via AdvicePay.

The fee for a comprehensive financial plan will be waived, if the Client retains us to provide ongoing financial planning services within 90 days of executing the financial planning agreement (See, the Ongoing Financial Planning Services section below for additional information regarding our retainer services). In that event, any portion of the fee that has been paid by the Client for the financial plan before engaging us for ongoing financial planning services will be applied to the balance due for the fixed annual fee for ongoing financial planning services provided by Hedgefield Wealth Management.

We do not accept prepayment of more than \$500 in fees per client, six months or more in advance.

Ongoing Financial Planning Services

Our Financial Planning services may be offered on an ongoing basis, through an annual fixed-fee arrangement. The arrangement provides holistic/comprehensive financial planning for a fixed-fee over the course of one year. In addition to receiving an updated financial plan at least once every three years, the Client will have one to four scheduled strategic/tactile adjustments meetings each year. Meetings may be conducted by telephone, face-to-face, or through other secure remote meeting technology. In addition to scheduled meetings, additional face-to-face, remotely conducted, email and/or phone consultations are included at no additional charge. Fees for ongoing financial planning services are paid by ACH debit or credit card via AdvicePay, or by direct debit from a taxable brokerage account at the custodian.

Our fees for ongoing financial planning services, which shall be negotiable depending upon individual circumstances, range from \$2,000 - \$30,000. Fees for ongoing financial planning services shall be paid in arrears—in monthly or quarterly installments. A deposit of \$100 of the fee is due at the time the financial planning agreement is signed. Fees for ongoing financial planning services are calculated based on the Client's total income, assets, and overall complexity of their financial situation.

Fees for ongoing financial planning services are paid by ACH debit or credit card via AdvicePay, or by direct debit from a taxable brokerage account at the custodian. If the Client elects to pay our financial planning fees via ACH debit from their checking account, payment will be processed through a third-party vendor—AdvicePay. We will not have access to the Client's bank account information. Fees are always disclosed in advance of entering into the financial planning agreement.

The financial planning agreement will detail the amount of the fee the Client will pay and the frequency with which the fee shall be paid. All annual fixed-fee arrangements will be evaluated on an annual basis. And they may be increased or decreased, depending on the complexity of the Client's circumstances and needs. The Client can reduce/increase the service level to a lower/higher amount if they wish.

Service Levels

We will offer three service levels if you wish to retain us for financial planning services: Companion, Concierge, and Curation. The types of planning and analysis we will provide under each service level will be tailored to the Client's financial situation.

COMPANION – The Companion service level is our most basic level of service. It will provide the Client with one strategic/tactile adjustment meeting per year. The Client will have access to our client dashboard, which will provide account aggregation for all their financial accounts—including non-investment accounts. The client dashboard will also provide a secure storage site for all the Client’s financial documents, including estate planning documents and tax returns. We will also conduct the following types of planning and analysis for the Client, including, but not limited to, Annual Withdrawal Analysis, Tax Projection to Determine Federal Withholding, and Tax Loss Harvesting. The Client will also receive a financial plan update every three years. We will charge the Client a fee of \$2,000 to \$5,000 for the Companion level of service. The fee that will be charged will be determined based on the complexity of the Client’s circumstances.

CONCIERGE – The Concierge service level is our median level of service. We will provide the Client with a least two strategic/tactile adjustment meetings per year. The Client will have access to our client dashboard, which will provide account aggregation for all the Client’s financial accounts—including non-investment accounts. The client dashboard will also provide a secure storage site for all the Client’s financial documents, including estate planning documents and tax returns. We will also conduct the following types of planning and analysis for the Client including, but not limited to: Annual Withdrawal Analysis, Tax Projection to Determine Federal Withholding, Tax Loss Harvesting, In-depth Tax Planning, Charitable Planning, Social Security Analysis. The Client will also receive a financial plan update every three years. We will charge the Client a fee of \$5,000 to \$10,000 for the Concierge level of service. The fee that will be charged will be determined based on the complexity of the Client’s circumstances.

CURATION – The Curation service level is our highest level of service. We will provide the Client with at least four strategic/tactile meetings per year. The Client will have access to our client dashboard, which will provide account aggregation for all the Client’s financial accounts—including non-investment accounts. The client dashboard will also provide a secure storage site for all the Client’s financial documents, including estate planning documents and tax returns. We will also conduct the following types of planning and analysis for the Client, including, but not limited to: Annual Withdrawal Analysis, Tax Projection to Determine Federal Withholding, Tax Loss Harvesting, In-depth Tax Planning, Charitable Planning, and Social Security Analysis. The Client will also receive a financial plan update every year. We will charge the Client a fee of \$10,000 to \$30,000 for the Curation level of service. The fee that will be charged will be determined based on the complexity of the Client’s circumstances.

If the Client does not wish to retain us for financial planning on an ongoing basis, the financial planning agreement will terminate once the Client receives the final plan.

If the financial plan is implemented through us, we may receive compensation from advisory services recommended in the financial plan. This compensation would be in addition to the financial planning fee the Client will pay. The fees and expenses you pay for the purchase of these products may be more or less than the expenses the Client would pay should the Client decide to implement our recommendations

through another investment advisory firm or broker-dealer and are typically determined by the broker-dealer or investment company sponsoring the product. Therefore, a conflict of interest may exist between our interests and the Client's interests since we may recommend products that pay us compensation. We may have an incentive to recommend particular products based upon the potential compensation rather than the Client's needs. This potential conflict is addressed in our Code of Ethics.

All recommendations developed by us are based upon our professional judgment. We cannot guarantee the results of any of our recommendations.

Consulting Services Fees

The rate for consulting service fees is \$300 per hour. There is a \$100 deposit due upfront. The remainder of the balance is due upon completion. Fees are paid by check or by ACH debit or credit card via AdvicePay. We have the ability to negotiate or waive the fees at our discretion.

Payment of Educational Seminar/Workshop Fees

Educational seminars and workshops are offered free of charge.

Item 6 – Performance-Based Fee and Side by Side Management

We do not charge any performance-based fees. These are fees based on a share of capital gains on or capital appreciation of the assets of a client.

Item 7 – Types of Client(s)

We provide investment advisory services to individuals. Our minimum account opening balance is \$250,000, for clients who solely engage us for asset management. Our minimum account opening balance requirement may be negotiable based upon individual circumstances.

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

Methods of Analysis

We use Fundamental Analysis, Modern Portfolio Theory, Technical Analysis, and Charting as part of our overall investment management discipline; the implementation of these analyses as part of our investment advisory services to you may include any, all or a combination of the following:

Fundamental Analysis

Fundamental analysis is a technique that attempts to determine a security's value by focusing on the underlying factors that affect a company's actual business and its future prospects. Fundamental analysis is about using real data to evaluate a security's value. It refers to the analysis of the economic well-being of a financial entity as opposed to only its price movements.

The end goal of performing fundamental analysis is to produce a value that we can compare with the security's current price, with the aim of figuring out what sort of position to take with that security (underpriced = buy, overpriced = sell or short).

Modern Portfolio Theory (MPT)

We use Modern Portfolio Theory to help select the funds we use in your account.

Modern portfolio theory tries to understand the market as a whole, rather than looking for what makes each investment opportunity unique. Investments are described statistically, in terms of their expected long-term return rate and their expected short-term volatility. The volatility is equated with "risk," measuring how much worse than average an investment's bad years are likely to be. The end goal is to identify your acceptable level of risk tolerance and then to find a portfolio with the maximum expected return for that level of risk.

Technical Analysis

Technical Analysis is a technique that attempts to determine a security's value by developing models and trading rules based upon price and volume transformation. Technical analysis assumes that a market's price reflects all relevant information, so the analysis focuses on the history of a security's trading behavior rather than external drivers such as economic, fundamental, and news events. The practice of technical analysis incorporates the importance of understanding how market participants perceive and act upon relevant information rather than focusing on the information itself. Ultimately, technical analysts develop trading models and rules by evaluating factors such as market trends, market participant behaviors, supply and demand, and pricing patterns and correlations.

As with other types of analysis, the predictive nature of technical analysis can vary greatly; models and rules are often modified and updated as new patterns and behaviors develop. Past performance is not an indicator of future returns.

Charting Analysis

Charting analysis is a method utilized to perform analysis and forecasting of the stock market or commodity market prices and trends. Some of the charts that are used for the analysis are bar charts, point-and-finger charts, and candlestick charts. The charts are used to plot factors such as average price movement, highs and lows of prices, open interest, settlement prices, and volume trading.

As with other types of analysis, the predictive nature of charting analysis can vary greatly; models and rules are often modified and updated as new patterns and behaviors develop. Past performance is not an indicator of future returns.

Investment Strategies

To perform this analysis, we use many resources, such as:

- Financial newspapers and magazines (e.g., Wall Street Journal, Forbes, etc.)
- Research

The investment strategies we use to implement any investment advice given to you include, but are not limited to:

- Long term purchases -securities held at least a year
- Options- writing or trading involves a contract to purchase a security at a given price, not necessarily at market value, depending on the market. This strategy includes the risk that an option may expire out of the money resulting in minimal or no value and the possibility of a leveraged loss of trading capital due to the leveraged nature of stock options.

Risk of Loss

We cannot guarantee our analysis methods will yield a return. A loss of principal is always a risk. Investing in securities involves a risk of loss that you should be prepared to bear. You need to understand that investment decisions made for your account by us are subject to various market, currency, economic, political, and business risks. The investment decisions we make for you will not always be profitable, nor can we guarantee any level of performance.

A list of all risks associated with the strategies, products, and methodology we offer are listed below:

Fundamental Analysis Risk

Fundamental analysis, when used in isolation, has several risks:

- There is an infinite number of factors that can affect the earnings of a company, and its stock price, over time. These can include economic, political, and social factors, in addition to the various company statistics.
- The data used may be out of date.
- It is difficult to give appropriate weightings to the factors.
- It assumes that the analyst is competent.
- It ignores the influence of random events such as oil spills, product defects being exposed, and acts of God, and so on.

Modern Portfolio Theory (MPT) Risk

Modern Portfolio Theory tries to understand the market as a whole and measure market risk in an attempt to reduce the inherent risks of investing in the market. However, with every financial investment strategy, there is a risk of a loss of principal. Not every investment decision will be profitable, and there can be no guarantee of any level of performance.

Equity Risk

An equity investment generally refers to buying shares of stocks in return for receiving a future payment of dividends and capital gains if the value of the stock increases. The value of equity securities may fluctuate in response to specific situations for each company, industry market conditions, and general economic environments.

Exchange-Traded Fund (“ETF”) Risk

Most ETFs are passively managed investment companies whose shares are purchased and sold on a securities exchange. An ETF represents a portfolio of securities designed to track a particular market segment or index. ETFs are subject to the following risks that do not apply to conventional funds:

- The market price of the ETF’s shares may trade at a premium or a discount to their net asset value;

- An active trading market for an ETF's shares may not develop or be maintained; and
- There is no assurance that the requirements of the exchange necessary to maintain the listing of an ETF will continue to be met or remain unchanged.

Inverse ETFs Risk

Inverse ETFs are designed to produce the inverse returns on a daily basis of whatever index they are tracking. For example if the S&P 500 were to fall 10% in a given day, an S&P 500 inverse ETF would be up 10% that same day. Because inverse ETFs "reset" daily, their performance over longer periods of time -- over weeks or months or years -- can differ significantly from the performance (or inverse of the performance) of their underlying index or benchmark during the same period of time. This effect can be magnified in volatile markets.

Mutual Funds Risk

The following is a list of some general risks associated with investing in mutual funds.

- **Country Risk** - The possibility that political events (a war, national elections), financial problems (rising inflation, government default), or natural disasters (an earthquake, a poor harvest) will weaken a country's economy and cause investments in that country to decline.
- **Currency Risk** -The possibility that returns could be reduced for Americans investing in foreign securities because of a rise in the value of the U.S. dollar against foreign currencies. This is also known as exchange-rate risk.
- **Income Risk** - The possibility that a fixed-income fund's dividends will decline as a result of falling overall interest rates.
- **Industry Risk** - The possibility that a group of stocks in a single industry will decline in price due to developments in that industry.
- **Inflation Risk** - The possibility that increases in the cost of living will reduce or eliminate a fund's real inflation-adjusted returns.
- **Manager Risk** -The possibility that an actively managed mutual fund's investment adviser will fail to execute the fund's investment strategy effectively, resulting in the failure of stated objectives.
- **Market Risk** -The possibility that stock fund or bond fund prices overall will decline over short or even extended periods. Stock and bond markets tend to move in cycles, with periods when prices rise and other periods when prices fall.
- **Principal Risk** -The possibility that an investment will go down in value, or "lose money," from the original or invested amount.

Stock Fund Risk

Overall, "market risk" poses the greatest potential danger for investors in stocks funds. Stock prices can fluctuate for a broad range of reasons, such as the overall strength of the economy or demand for particular products or services.

Options Risk

Options are contracts to purchase a security at a given price, risking that an option may expire out of the money resulting in minimal or no value. An uncovered option is a type of options contract that is not backed by an offsetting position that would help mitigate risk. The risk for a "naked" or uncovered put is not unlimited, whereas the potential loss for an uncovered call option is limitless. Spread option positions entail buying and selling multiple options on the same underlying security, but with different strike prices

or expiration dates, which helps limit the risk of other option trading strategies. Option writing also involves risks including but not limited to economic risk, market risk, sector risk, idiosyncratic risk, political/regulatory risk, inflation (purchasing power) risk, and interest rate risk.

REIT Risk

REITs face several kinds of risk that are inherent in the real estate sector, which historically has experienced significant fluctuations and cycles in performance. Revenues and cash flows may be adversely affected by: changes in local real estate market conditions due to changes in national or local economic conditions or changes in local property market characteristics; competition from other properties offering the same or similar services; changes in interest rates and in the state of the debt and equity credit markets; the ongoing need for capital improvements; changes in real estate tax rates and other operating expenses; adverse changes in governmental rules and fiscal policies; adverse changes in zoning laws; the impact of present or future environmental legislation and compliance with environmental laws.

Gold and Other Precious Metal Risk

Gold and other precious metals, including indirect holdings of these metals, can be negatively impacted by several unique factors; these are in addition to many of the other risks mentioned above. These include (1) a significant change in the attitude of speculators and investors, (2) a significant increase in hedging activities by producers of gold or other precious metals, and (3) large sales by the official sector which own a significant portion of aggregate world holdings in gold and other precious metals.

Commodity Risk

Exposure to commodities may subject a portfolio to greater volatility than investing in traditional securities. Commodity prices fluctuate for many reasons, including changes in market and economic conditions or political circumstances (especially of key energy-producing and consuming countries), the impact of weather on demand, levels of domestic production and imported commodities, energy conservation, domestic and foreign governmental regulation (agricultural, trade, fiscal, monetary and exchange control), international politics, policies of OPEC, taxation and the availability of local, intrastate and interstate transportation systems and the emotions of the marketplace. The risk of loss in trading commodities can be substantial.

Technical Analysis Risk

Technical analysis is derived from the study of market participant behavior, and its efficacy is a matter of controversy. Methods vary greatly and can be highly subjective; different technical analysts can sometimes make contradictory predictions from the same data. Models and rules can incur sufficiently high transaction costs.

Overall Risks

Clients need to remember that past performance is no guarantee of future results. All funds carry some level of risk. You may lose some or all of the money you invest. This includes your principal because the securities held by a fund go up and down in value. Dividend or interest payments may also fluctuate, or stop completely, as market conditions change.

Before you invest, be sure to read a fund's prospectus and shareholder reports to learn about its investment strategy and the potential risks. Funds with higher rates of return may take risks that are beyond your comfort level and are inconsistent with your financial goals.

While past performance does not necessarily predict future returns, it can tell you how volatile (or stable) a fund has been over a period of time. Generally, the more volatile a fund, the higher the investment risk. If you need your money to meet a financial goal in the near-term, you probably can't afford the risk of investing in a fund with a volatile history because you will not have enough time to ride out any declines in the stock market.

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 us or the integrity of our management. We do not have any information to disclose concerning Hedgefield Wealth Management or any of our IARs. We adhere to high ethical standards for all IARs and associates.

Item 10 – Other Financial Industry Activities and Affiliations

Neither Hedgefield Wealth Management nor any of its management persons are registered as a broker-dealer or registered as a representative of a broker-dealer. Nor does it have any pending application to register. In addition, neither Hedgefield Wealth Management nor its management persons are affiliated with any broker-dealer.

Hedgefield Wealth Management and its management persons are not registering as a commodity pool operator, futures commission merchant, or commodity trading advisor.

Other Financial Industry Affiliations

Kyle Eaton is Founder and President of Counterbalance Divorce Solutions, a divorce planning firm which provides divorce planning and consulting to women between the ages of 35 and 50.

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

General Information

We have adopted a Code of Ethics for all IARs of the firm describing its high standards of business conduct, and fiduciary duty to you, our client. The Code of Ethics includes provisions relating to the confidentiality of client information, a prohibition on insider trading, a prohibition of rumor-mongering, restrictions on the acceptance of significant gifts, the reporting of certain gifts and business entertainment items, and

personal securities trading procedures. All of our IARs must acknowledge the terms of the Code of Ethics annually, or as amended.

Participation or Interest in Client Accounts

Our Compliance policies and procedures prohibit anyone associated with Hedgefield Wealth Management from having an interest in a client account or participating in the profits of a client's account without the approval of the CCO.

The following acts are prohibited:

- Employing any device, scheme or artifice to defraud
- Making any untrue statement of a material fact
- Omitting to state a material fact necessary to make a statement, in light of the circumstances under which it is made, not misleading
- Engaging in any fraudulent or deceitful act, practice or course of business
- Engaging in any manipulative practices

Clients and prospective clients may request a copy of the firm's Code of Ethics by contacting the CCO.

Personal Trading

We may recommend securities to you that we will purchase for our own accounts. We may trade securities in our account that we have recommended to you as long as we place our orders after your orders. This policy is meant to prevent us from benefiting as a result of transactions placed on behalf of advisory accounts.

Certain affiliated accounts may trade in the same securities with your accounts on an aggregated basis when consistent with our obligation of best execution. When trades are aggregated, all parties will share the costs in proportion to their investment. We will retain records of the trade Order (specifying each participating account) and its allocation. Completed Orders will be allocated as specified in the initial trade order. Partially filled Orders will be allocated on a pro-rata basis. Any exceptions will be explained on the Order.

Hedgefield Wealth Management has a personal securities transaction policy in place to monitor the personal securities transactions and securities holdings of "Access Persons." The policy requires that an Access Person of the firm provide the Chief Compliance Officer or his/her designee with a written report of their current securities holdings within ten (10) days after becoming an Access Person. Additionally, each Access Person must provide the Chief Compliance Officer or his/her designee with a written report of the Access Person's current securities holdings at least once each twelve (12) month period thereafter on a date the Adviser selects; provided, however, that at any time that the Adviser has only one Access Person, he or she shall not be required to submit any securities report described above.

We have established the following restrictions to ensure our fiduciary responsibilities regarding insider trading are met:

- No securities for our personal portfolio(s) shall be bought or sold where this decision is substantially derived, in whole or in part, from the role of IARs of Hedgefield Wealth Management, unless the information is also available to the investing public on reasonable inquiry. In no case, shall we put our own interests ahead of yours.

Privacy Statement

We are committed to safeguarding your confidential information and hold all personal information provided to us in the strictest confidence. These records include all personal information that we collect from you or receive from other firms in connection with any of the financial services they provide. We also require other firms with whom we deal with to restrict the use of your information. Our Privacy Policy is available upon request.

Conflicts of Interest

Hedgefield Wealth Management's IARs may employ the same strategy for their personal investment accounts as it does for its clients. However, IARs may not place their orders in a way to benefit from the purchase or sale of a security.

We act in a fiduciary capacity. If a conflict of interest arises between you and us, we shall make every effort to resolve the conflict in your favor. Conflicts of interest may also occur in the allocation of investment opportunities among the accounts that we advise. We will seek to allocate investment opportunities according to what we believe is appropriate for each account. We strive to do what is equitable and in the best interests of all the accounts we advise.

Item 12 – Brokerage Practices

Factors Used to Select Custodians

In recommending a custodian/broker-dealer, we look for a company that offers relatively low transaction fees, access to desired securities, trading platforms, and support services. We may recommend clients use TD Ameritrade, Shareholders Service Group, or Capital Group as the qualified custodian for their accounts when utilizing our asset management services. Advisor is not affiliated with the brokerage firm. Broker does not supervise the advisor, its agents, or activities.

Soft Dollars

Shareholders Service Group, TD Ameritrade, and Capital Group may provide us with certain brokerage and research products and services that qualify as “brokerage or research services” under the rules. These research products and/or services will assist the IAR in its investment decision-making process. Such research generally will be used to service all of the IAR's clients, but brokerage commissions paid by the client may be used to pay for research that is not used in managing the client's account. The account may pay to a broker-dealer a commission greater than another qualified broker-dealer might charge to affect the same transaction where the IAR determines in good faith that the commission is reasonable in relation to the value of the brokerage and research services received.

Because soft dollar benefits could be considered to provide a benefit to the adviser that might cause the client to pay more than the lowest available commission without receiving the most benefit, they are considered a conflict of interest in recommending or directing custodial and third party managerial services. Hedgefield Wealth Management mitigates these conflicts of interest through strong oversight of soft-dollar arrangements by the Chief Compliance Officer, to assure the soft dollar benefits serve the best interests of the client.

There may other benefits from recommending Shareholders Service Group, TD Ameritrade, Capital Group or other third-party managers such as software and other technology that (i) provide access to client account data (such as trade confirmations and account statements); (ii) facilitate trade execution and allocate aggregated trade orders for multiple client accounts; (iii) provide research, pricing and other market data; (iv) facilitate payment of fees from its clients' accounts; and (v) assist with back-office functions, recordkeeping, and client reporting.

Other services may include but are not limited to, performance reporting, financial planning, contact management systems, third-party research, publications, mass-marketed publications, access to educational conferences, roundtables, and webinars, practice management resources, access to consultants and other third-party service providers who provide a wide array of business-related services and technology with whom Hedgefield Wealth Management may contract directly. Hedgefield Wealth Management may receive seminar expense reimbursements from product sponsors, which may be based on the sales of products to their clients.

Soft dollar benefits may be proportionally allocated to any accounts that may generate different amounts of the soft dollar benefits.

Best Execution

We have an obligation to seek the best execution for you. In seeking best execution, the determinative factor is not the lowest possible commission cost but whether the transaction represents the best qualitative execution, taking into consideration the full range of a broker-dealer's services, including the value of research provided, execution capability, commission rates, reputation, and responsiveness. Therefore, we will seek competitive commission rates, but we may not obtain the lowest possible commission rates for account transactions.

Brokerage for Client Referrals

In selecting and/or recommending broker-dealers, we do not take into consideration whether or not we will receive client referrals from the broker-dealer or third party.

Directed Brokerage

Hedgefield Wealth Management does not offer client-directed brokerage.

Trading

Transactions for each client account generally will be affected independently, unless we decide to purchase or sell the same securities for several clients at approximately the same time. We may (but are not obligated to) combine or "batch" such Orders to obtain the best execution, to negotiate more favorable commission rates or to allocate equitably among our clients' differences in prices and

commission or other transaction costs. Under this procedure, transactions will be price-averaged and allocated among our clients in proportion to the purchase and sale orders placed for each client account on any given day.

Item 13 – Review of Accounts

Reviews

Reviews are conducted at least annually or as agreed to by us. Reviews will be conducted by our Chief Compliance Officer, Kyle Eaton. You may request more frequent reviews and may set thresholds for triggering events that would cause a review to take place. Generally, we will monitor for changes and shifts in the economy, changes to the management and structure of a mutual fund or company in which client assets are invested, and market shifts and corrections.

Reports

You will be provided with account summary statements reflecting the transactions occurring in the account and account performance on at least a quarterly basis. These statements will be written or electronic, depending upon what you selected when you opened the account. You will be provided with paper confirmations for each securities transaction executed in the account by the custodian. You are obligated to notify us of any discrepancies between the statements provided by Hedgefield Wealth Management and the custodian(s) or any concerns you have about the account(s).

Item 14 – Client Referrals and Other Compensation

The Adviser participates in the institutional advisor program (the “Program”) offered by TD Ameritrade. TD Ameritrade offers independent investment advisors services, which include custody of securities, trade execution, clearance, and settlement of transactions. The Adviser receives some benefits from TD Ameritrade through its participation in the Program.

As part of the Program, The Adviser may recommend TD Ameritrade to clients for custody and brokerage services. There is no direct link between The Adviser’s participation in the Program and the investment advice it gives to its clients, although The Adviser receives economic benefits through its participation in the Program that are typically not available to TD Ameritrade retail investors. These benefits include the following products and services (provided without cost or at a discount): receipt of duplicate client statements and confirmations; research related products and tools; consulting services; access to a trading desk serving The Adviser participants; access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to client accounts); the ability to have The Adviser’s fees deducted directly from client accounts; access to an electronic communications network for client order entry and account information; access to mutual funds with no transaction fees and to certain institutional money managers; and discounts on compliance, marketing, research, technology, and practice management products or services provided to The Adviser by third-party vendors. TD Ameritrade may also pay for business consulting and professional services received by The Adviser’s related persons.

Some of the products and services made available by TD Ameritrade through the Program may benefit The Adviser but may not benefit its client accounts. These products or services may assist The Adviser in managing and administering client accounts, including accounts not maintained at TD Ameritrade. Other services made available by TD Ameritrade are intended to help The Adviser manage and further develop its business enterprise.

The benefits received by The Adviser or its personnel through participation in the Program do not depend on the number of brokerage transactions directed to TD Ameritrade. As part of its fiduciary duties to clients, The Adviser endeavors at all times to put the interests of its clients first. Clients should be aware, however, that the receipt of economic benefits by The Adviser or its related persons in and of itself creates a conflict of interest and may indirectly influence The Adviser's choice of TD Ameritrade for custody and brokerage services.

Item 15 – Custody

We do not have physical custody of any accounts or assets. However, we may be deemed to have custody of your account(s) if we have the ability to deduct your advisory fees from the custodian. Custody is also disclosed in Form ADV because we have authority to transfer money from client account(s), which constitutes a standing letter of authorization (SLOA). Accordingly, we will follow the safeguards specified by the SEC rather than undergo an annual audit. We recommend Custodian as the custodian and/or broker-dealer for all your accounts. You should receive at least quarterly statements from the broker-dealer or custodian that holds and maintains your investment assets. We urge you to carefully review such statements and compare this official custodial record 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. If you notice any discrepancies, please contact Hedgefield Wealth Management.

We do not debit the client fees directly from your advisory account. We send information to your custodian to debit your fees and to pay them to us. You authorized the custodian to pay us directly at the onset of the relationship.

If you elect to pay our asset management or financial planning fees via ACH debit from your checking account, payment will be processed through a third-party vendor, and we will not have access to your bank account information.

Advisor is not affiliated with Shareholders Service Group. Shareholders Service Group does not supervise the advisor, its agents, or activities.

Item 16 – Investment Discretion

We manage assets on a discretionary and/or a non-discretionary basis. If you provide discretion authority, which will be evidenced via the written, discretionary agreement between the client and the Adviser, we will have the authority to determine the following without your consent:

- Securities to be bought or sold for your account
- Amount of securities to be bought or sold for your account

In all cases, this discretion is exercised in a manner consistent with your stated investment objectives for your account.

When active asset management services are provided on a discretionary basis, the client will enter into a separate custodial agreement with the custodian. The custodian agreement will include a limited power of attorney to trade in the client's account(s), which authorizes the custodian to take instructions from us regarding all investment decisions for your account.

If you do not give us the authority to manage your account on a discretionary basis, which will be evidenced via the written, non-discretionary agreement between the client and the Adviser, then we cannot buy or sell any security in your account without your prior, express permission. Please be advised that this could adversely affect the Adviser's ability to take advantage of price swings when attempting to purchase or sell securities in the client's account, especially in instances where the Adviser is not able to contact the client in a timely manner.

When active asset management services are provided on a non-discretionary basis, the client will enter into a separate custodial agreement with the custodian. The custodian agreement will include a limited power of attorney to trade in the client's account(s), which authorizes the custodian to take instructions from us regarding trades approved by the client.

The third-party money manager and/or custodians may have discretion over your account. The Advisory Agreement and ADV Part 2 of the third-party money manager and the custodial new account documentation will detail this in full.

Item 17 – Voting Client Securities

As a matter of firm policy and practice, we do not have any authority to and do not vote proxies on behalf of advisory clients. You retain the responsibility for receiving and voting proxies for all securities maintained in your portfolios. We may provide advice to you regarding your voting of proxies. The custodian will forward you copies of all proxies and shareholder communications relating to your account assets.

Item 18 – Financial Information

We are required to provide you with certain financial information or disclosures about our financial condition. We have not been the subject of any bankruptcy proceedings. In no event shall we charge advisory fees that are both in excess of five hundred dollars and more than six months in advance of advisory services rendered.

As an advisory firm that maintains discretionary authority for client accounts, Hedgefield Wealth Management is required to disclose any financial condition that is reasonably likely to impair its ability to meet the contractual commitment to clients. At this time, Hedgefield Wealth Management does not reasonably believe it is unable to meet its contractual commitments.

Neither Hedgefield Wealth Management nor its management has any financial condition that is likely to reasonably impair Hedgefield Wealth Management's ability to meet contractual commitments to clients.

Item 19 – Requirements for State Registered Advisers

Principals

The Adviser's principal owner is Kyle Eaton. He serves as the sole President and is also the Adviser's Chief Compliance Officer. His education, business background, and other business activities can be found in his ADV Part 2B Brochure Supplement.

Performance Fees

We do not charge a performance-based fee (fees based on a share of capital gains on, or capital appreciation of, the assets of a client) for our normal asset management accounts.

Disclosable Events

Neither Hedgefield Wealth Management nor Kyle Eaton has no reportable events to disclose here.

Other Relationships

Neither Hedgefield Wealth Management nor Kyle Eaton has any relationship with any issuer of securities.

ADV Part 2B Brochure Supplement – Kyle Eaton

Item 1 – Cover Page

Kyle Eaton

CRD #: 5009276



YOUR LIFE IS MORE THAN A BUSINESS TRANSACTION

Hedgefield Wealth Management

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This Brochure supplement provides information about Kyle Eaton and supplements the Hedgefield Wealth Management Brochure. You should have received a copy of that Brochure. Please contact Kyle Eaton if you did not receive the Brochure or if you have any questions about the contents of this supplement.

Additional information about Kyle Eaton 5009276 is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2 – Educational Background and Business Experience

Full Legal Name: Kyle Eaton

Year of Birth: 1979

Education

Bachelor of Science in Business Administration 2001
Oklahoma State University, Stillwater, OK

Master of Science in Human & Environmental Sciences 2005
Oklahoma State University, Stillwater, OK

Business History

March 2021 to Present	President at Hedgefield Wealth Management
March 2018 to Present	Chief Compliance Officer and Investment Adviser Representative at Hedgefield Wealth Management
April 2012 to March 2018	Senior Financial Advisor and Certified Financial Planner at Relevance Capital Management
June 2005 to March 2012	Financial Advisor and Certified Financial Planner at Rench & Muir Wealth Management

Item 3 – Disciplinary History

Neither Hedgefield Wealth Management nor Kyle Eaton has any disciplinary history to disclose.

Item 4 – Other Business Activities

Kyle Eaton is Founder and President of Counterbalance Divorce Solutions, a divorce planning firm which provides divorce planning and consulting to women between the ages of 35 and 50.

Item 5 – Additional Compensation

Kyle Eaton does not receive any other compensation.

Item 6 – Supervision

Kyle Eaton is the CCO and performs all supervisory duties for his firm.

Item 7 – Requirements for State-Registered Advisers

Kyle Eaton has no reportable events to disclose here.